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ABSTRACT

The 16 articles in this collection discuss the professional negotiation movement and its implications for principals. Included are a series of articles from The National Elementary Principal that deal with trends in professional negotiation and the principals' role. The collection is directed toward principals with the stated aims of: (1) increasing their understanding of the negotiation movement, (2) providing them with thoughtful guidelines and specific techniques useful in negotiations, and (3) encouraging them to explore different patterns of administration and decision making. Appendices contain (1) a glossary of terms used in the analysis of negotiation and (2) sample contracts--one between a school district and a teachers' association, the other between a city board of education and a city association of administrators and supervisors. (MF)

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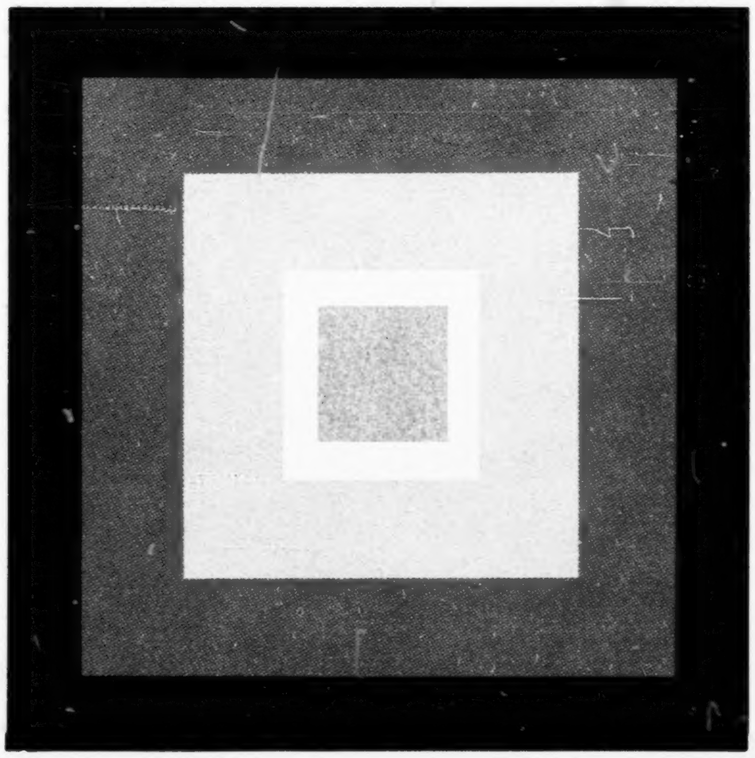

PROFESSIONAL NEGOTIATION AND THE PRINCIPALSHIP

Department of
Elementary
School
Principals, NEA

EA 002 661

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Foreword

Since New York City teachers first won collective bargaining rights in 1961, principals throughout the country have become—and by necessity—increasingly concerned with the various and complex aspects of professional negotiation. Teacher militancy is, of course, only one manifestation of the revolutionary framework of our times. We are also witnessing black power, student protest, and community control movements. Each one of these movements possesses a single, basic aim: *participation in the decision-making process.* This remains the primary motive whether we are discussing Negroes seeking a greater voice in the democratic process, students demanding a say in such matters as what courses they shall be taught (indeed, even who shall teach them), or teachers negotiating the conditions under which they work.

The second aspect of this revolution is the speed at which it is taking place. It is occurring at an unprecedented, highly accelerated pace. We are, in fact, in the midst of vast upheaval throughout many phases of our society, and coping with radical change—preparing for it, understanding it, handling it—has become the order of the day. It is the common task that binds all of us.

What has brought this about? Why are teachers striking? How does the professional negotiation movement affect the principalship? Is it eroding the fabric of the principalship, or, indeed, is it revitalizing it? What is the principal's role in negotiation? How does he prepare for it? In what way, if any, does it alter his relationships with his teachers? These and many other questions are the daily concerns of more and more principals. Because of these concerns and the necessity of the principal to deal with radical changes within his bailiwick, the Department of Elementary School Principals initiated several years ago a continuing series of articles in its journal, *The National Elementary Principal,* that dealt with the various aspects of negotiation and their implications for principals.

Professional Negotiation and the Principalship is a collection of these articles. In addition, a number of other articles have been solicited to give the volume even greater breadth. Because state laws regarding negotiation vary greatly and because each school system faces such different problems, this book cannot provide instant recipes for dealing with negotiation. In truth, no volume can. We hope, however, that the articles included here will increase the reader's understanding of the movement, provide him with thoughtful guidelines—and even specific techniques when faced with negotiation—and spark exploration of different patterns of administration and decision making.

Finally, the Department expresses its appreciation to all of the authors whose articles appear in this volume.

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The Future of the Elementary School Principalship

ARTHUR J. LEWIS

IN his tribute to his brother Robert, Edward Kennedy, quoting his brother, said, "Our future may lie beyond our vision but it is not completely beyond our control."

We want to shape the future, and we can indeed help to shape this future if we understand the forces that will affect it. We are especially eager to help shape the role of the principal because of his influence on education. What I intend to do is to analyze some of the forces that will affect the role of the principal and to discuss the type of leadership that will be required of the principal in his emerging role.

To understand the forces that will affect the role of the principal, we need to consider the emerging nature of the elementary school. As soon as we try to do this, it forces us to take a look at the emerging nature of society itself. There are two features of our society that I believe will have a direct impact on the nature of the school and thus on the role of the elementary school principal.

Arthur J. Lewis is Professor of Education and Chairman of the Department of Educational Administration, Teachers College, Columbia University.

This article is based on Dr. Lewis' address on June 17, 1968, delivered at a conference on professional negotiation at Indiana University, Bloomington, sponsored by the Department of Elementary School Principals, NEA, the Indiana Association of Elementary School Principals, and Indiana University.

The first feature that I want to emphasize is the technological revolution and the accompanying information explosion within our society. I do not need to document the extent of the technological revolution or the magnitude of the information explosion. Principals are already well aware of them.

These radical changes call for more and better-trained manpower than our society has ever provided. It has been estimated that 50 percent of the students now in the primary grades will start their careers in vocations that do not now exist. It has also been estimated that students who graduated from high school this year and who entered some vocational field will have to be reeducated at least three times for new vocations during their careers in the labor force. The future professional will need to be engaged in constant education, or reeducation. If he fails to do this, he will face rapid obsolescence; and this includes the elementary school principal as well as every other professional.

The second feature of our society that will have a direct impact upon the schools may be introduced by a story Max Lerner recounts of an experience he had with a group of writers in Warsaw right after he had written his book, *America As a Civilization.*

"The chairman of the group got up and said, 'Mr. Lerner, you have written a big book on American civilization. We haven't read it. But could you sum up in a single word what is the essence of American civilization?' I thought very rapidly: What is America? Is it freedom? Equality? Democracy? Tolerance? Decency? Suddenly I heard myself say, 'Access.' The chairman laughed. 'We have heard of American *success,*' he said, 'but we haven't heard of American *access.*' I said, 'We have a Declaration of Independence which says that all men are born free and equal. I hope we are born free and will remain free. But we are not born equal. We are born very unequal, with unequal abilities and potentials. Every employer knows it, every army commander, teacher, parent. But we also have the notion that there ought to be equal access to equal opportunities, so that every one of these unequally born youngsters gets a chance to develop his unequal abilities to the full.' "[1]

In this sense, access is the heart of American experience. Have we succeeded in providing this access to all the citizens within our country? The answer is clearly "No." Last summer's cry of "Burn, baby, burn!" as our cities were torn by riots was a symptom of the fact that access has been denied to a large segment of our society. "Black Power" is an attempt to gain this access. An alarming number of people of all races are now being denied access in our society, and in a time of growing affluence the gap between the "haves" and the "have nots" becomes greater and greater. It is this gap between the "haves" and the "have nots," between the ideal of access for all and the reality of access denied, which is the second feature of our society that will have a direct impact on the schools.

Martin Luther King had a dream--a dream that all men have access. Martin Luther King was shot down. If his dream is shot down, our society may well collapse.

With each passing year the educational requirements for economic access are increased. There are fewer and fewer menial jobs that can be performed with minimal education. Make no mistake: in our present and future economy, school failure is equivalent to total failure.

The implications for our schools are clear. Wilbur Cohen, the Secretary of Health, Education, and Welfare, identifies two broad aims of education: first, to provide equality of educational opportunity to all of the nation's citizens; second, to improve the quality of education for all.[2] You will recognize that these aims are complementary; each contributes to the other. These two aims are more than a guide; they are a mandate. Of course, these have long been the goals of our schools—to provide for equality of education for all. The thing that is new is that this time society demands it. How well the schools are able to achieve these aims will directly influence, if not determine, the future of society.

Let us inquire how well the schools are realizing these aims. How about equality of educational opportunity? The Armed Forces Qualification Test shows that: Southern Negroes are behind Southern whites, who are behind whites in all other regions of the country; Southern Negroes are behind Negroes in other parts of the country; in every state, test performance is significantly higher for whites than for Negroes.[3] Consider, too, the Coleman study. The Coleman study showed that Negro students at each grade level tested (1, 3, 6, 9, 12) scored distinctly lower than white students in the same grade.[4] By any test we wish to apply, we have failed to provide true equality of educational opportunity for all the nation's citizens. What is more, I am afraid we do not yet know how we can do this. I assure you, however, we are going to have to discover ways to provide equality of educational opportunity.

How well are the schools fulfilling the aim of improving the quality of education for all? We do not have research evidence on this, but there are a number of developments that hold promise for improving the quality of elementary education. These include the expansion of schooling for three- and four-year-olds, new patterns of school organization, ungraded grouping, the middle school, team teaching, and the rise in status of the elementary school teacher. Alexander Frazier points out that the teacher can be viewed as a specialist, as an executive managing resources, and as a professional working as a curriculum maker and innovator. This is a new status for the elementary school teacher. In addition to the above developments, new technology holds promise with such developments as computer-assisted instruction. New curricula should certainly be numbered among these developments.

Many other things hold promise for improving the quality of education. Yet one problem troubles me: so much of what is new will have the effect of further widening the gulf between the ghettoes and the suburban showplaces where these new developments are introduced.

Despite the promising signs, there continues to be a gap between our achievement and society's aspirations. Indeed, there is a gap between our achievement and our own aspirations as educators. There are some who believe that the schools, as now constituted, can never fill the gap. Paul Goodman has proposed mini-schools for New York City. Each mini-school would have 28 children with four grownups. These adults would include a licensed teacher, a housewife who can cook, a college senior, and a teen-age dropout. Goodman would see these mini-schools supported by public money but administered entirely by their own children, teachers, and parents.

There are other critics less vocal than Paul Goodman. There are also people sitting on the sidelines waiting to see if we can succeed in achieving the two aims that Wilbur Cohen has set forth. Let there be no question about it: there will be an increase in the extent to which we will be held accountable for what is happening in the elementary schools in the future. California recently passed a law that requires testing of reading in grades 1, 2, 3, and 6. This is a harbinger of things to come. Where does this leave us? It leaves us with the realization that there is a great need for educational leadership to help the schools achieve these important aims for society.

It might be nice if we could stop right here and say that, because of this need for leadership, there will always be a need for a principal. But I do not think we can assume that the need for leadership will assure the position of the principal. We must recognize that the principal is not the only person who can provide educational leadership. Other groups have moved into positions of power because they are now able to participate in decision making. Other groups want to exercise leadership.

This brings us to a third major force that will shape the role of the elementary school principal in the years ahead—the shifting pattern of decision-making power. A decade ago, decision-making power in a school system could be portrayed on an organization chart of the school system. Such a chart showed a single axis of decision making connecting the superintendent and the board of education. The board of education was shown at the top; it was assumed that the board represented the community. The superintendent, if he was democratic, would provide some freedom for principals and for teachers to make decisions.

This pattern of decision making was based on the recognition that the board controlled the financial input to the school district. What we are coming to realize now is that there are other vital inputs into a school besides the financial. Teachers are a vital input into the school. And pupils are a vital input into the school. Try to run a school without either one of those groups and you do not have a school. So what has happened? What has happened is that teachers now realize they can control a vital input into our schools. They can do this on a city-wide basis; they can do it in New York City; they have done it with some degree of success on a state-wide basis in Florida. Teachers are using their control of this vital input to secure a role in decision making. They are negotiating with a board of education or, if they have to, with a higher authority, on a variety of matters. They will negotiate wherever they have to in order to get results.

The strike settlement in New York City in September 1967 started in the board of education; it was finally settled in Mayor Lindsay's home. It is interesting to contemplate that the sanitation engineers' strike in New York City was settled while Mayor Lindsay was pacing the corridor in front of Governor Rockefeller's office. And I suppose, with a stretch of the imagination, you could see Governor Rockefeller pacing in front of the White House while New York State strikes are being settled. My mind boggles at the next step: the President pacing before the pearly gates.

The point is, teachers are going to negotiate and they are going to strike at the level where they will get results. It is important to realize that very often principals and superintendents are in the line of fire. They are part of the group that gets hit first with this new power.

Moreover, there is another important input: the pupil. Parents realize that they can control the input of pupils. Without pupils, the school simply cannot function. And parents are learning the language of protest. *Saturday Review* last March hailed the revolution of the month in Gaffney, South Carolina. Ice and snow had closed the schools for a week, and one mother telephoned the school's principal. "If you don't have school soon," she said, "I'm going to burn my PTA card."

We are just now realizing that the moving van is a symbol of a silent revolt against our urban schools. Similarly, the growth of private schools is a revolt against our urban schools. In New York City during the last fifteen years, there was a 50 percent increase in private schools. But what of the parents who cannot move to the suburbs or who cannot afford private schools? They are organizing boycotts; they are keeping their children out of school. This relates back to their frustration over lack of access. We have demonstrated to them—and they know it—that education is crucial if they want their children to have access to our affluent society. And so they say, "You haven't taught our children to read. Let us control our schools and we will see that they learn to read." Do not be misled by all the publicity out of New York City. Parents are not out just to fire teachers. They are sincerely interested in getting better schools but they will not hesitate to fire whomever gets in their way, as they see it.

What this means is that the single axis has been replaced by a multiple axis of decision-making power. We now have the teacher group as a decision-making power. Teachers are in a position to negotiate with the superintendent, with the board, with the state governor, wherever they have to negotiate in order to participate in making decisions that have to do with education. At the same time, we have community groups, parent groups, and non-parent groups organizing boycotts, initiating action with the superintendents and with the board of education. Indeed, parent groups will be initiating action with governmental bodies as well. What does this mean? It means that the single axis of decision-making power has been supplemented by several axes. It is not the only line of decision-making power today, but one of several. At Columbia University, and at other universities, another decision-making power is emerging—the students. They have decided that they, too, can control the input into the educational scheme. They, too, can boycott and close a big university. And those of us who are at the university know that this is *real* power. Students for a Democratic Society, so far as I know, has not penetrated student councils in the elementary schools—yet.

What then of the future of the elementary school principal? I have identified forces that I think are going to affect his future. I would predict that these forces will make the principal's position more important—not less important. Let me document that. In the first place, education is recognized as being far more crucial to our society than ever before. There is going to be more decentralization. And as a result of decentralization, the principal is going to have more responsibility and more authority. I have yet to see a decentralization plan proposed that did not give the principal more responsibility and authority than he had previously. Obviously, more coordination—not less—is going to be required. Increased interest of parents, coupled with parent power and the newfound power of teacher groups, will require coordination by the principal if better schools are to result. A new style of community relations by the principal will be called for.

There will be an increased need for leadership to bring about change. The rate of change and the degree of change are going to increase. There are hucksters in the innovation business today who are out selling questionable innovations. Principals in their leadership role are going to have to exercise some statesmanship as they work with faculties and with parents in deciding which of these innovations will really help to achieve the goals of the school. Leadership will need to be able to develop and use effective methods of evaluating the work of the school.

There will also be an increased need for a leader who will impart human values to the educational program, a leader who will set the tone of the school. This is what good principals are doing now and this is what good principals have always done. Yet, as we move into the technological age and as we think of computer-assisted instruction, we can envision quite a sterile school with human values pretty much removed. The principal is going to have to play a very important role in establishing and nurturing some of these values.

These are my predictions of the importance of the role of the principal. No doubt there are others. Of one thing I am certain: The principal of the future, important as he will be, must be capable of providing outstanding educational leadership if he is to hold his position. I know it is easy for a professor to announce this sort of thing from the ivory tower of a college while principals on the firing line are seeing their power whittled away, while they feel they are losing their effectiveness. Some say that what we need is a powerful national lobby to combat what is happening. I think we *can* influence what happens state by state in the legislature and I think principals are exerting some influence on legislation. Nevertheless, remember that the power struggle is essentially at the local level. For example, boycotting parents and the United Federation of Teachers in New York City could not care less, to be brutally frank, what kinds of platforms or pronouncements the Department of Elementary School Principals issues. This is not the way the problems will be resolved.

Some people say, "Well, give us some guidelines on professional negotiation that we can follow." But here again, we have to recognize the great variation from state to state. General guidelines for principals simply are not possible for the varying situations that exist. I hope that the national Department of Elementary School Principals can continue to provide help through conferences, through materials that help to clarify issues, through opportunities for exchange of ideas and experiences, through providing avenues for communication. However, the problems are going to have to be resolved primarily by individuals working together in cities, in communities, and in state associations.

I must also share a great concern that I have. That concern is that in the face of these problems we become so preoccupied with defending our own power, with maintaining the status quo, that we fail to see the broader issues. Twenty years from now, when we look back and see what has shaped the role of the elementary school principal, professional negotiation will not be the most important thing. The demand for equality in education, improvement in the quality of education, and the increase of parent power may well stand out as more important forces in shaping the role of the principal. And so I hope that we will not devote our time and energy to simply defending the old, but that we will look instead for new leadership opportunities.

How can this new leadership by the principal for the years ahead be developed? We can gain some valuable ideas by considering leadership in the business community, because in some ways the style of leadership in the business community is ahead of that in education. For example, Rensis Likert in his book, *The Human Organization*,[5] says that effective organizations have three characteristics: 1) the manager uses supportive relationships; 2) he builds and maintains in each person a sense of personal worth and importance—not by using the Big Daddy approach, but by using group decision making and group methods of supervision; 3) he has high performance goals for the organization. Does that describe the leadership role in an effective elementary school? In my judgment it does. The challenge is to find leaders to match the role.

We can gain insight into the principal's role by considering leadership in relation to organizational theory. Ralph Kimbrough, in his new book, has used a systems approach to the administration of an elementary school.[6] A good deal can be learned about the administration of an elementary school by treating it as an organic system rather than as a mechanical one. An organic system, a biological organism, is a complex interacting entity whose life depends upon effective working relationships between the various parts. An effective elementary school likewise has to be this kind of interacting entity. If it is to be this, then it becomes crucial that the goals of the school be clearly stated and be understood and accepted by members of the school. If members of the school are to interact to achieve its goals, they have to understand these goals. Too often our goals are vaguely stated; we must make them much more specific.

Today, when teacher groups and parent groups are moving toward participation in decision making, it is important—and at the same time more difficult than it has ever been before—to be in agreement on clearly stated goals. The principal plays a very important role here because the goals should be mutually determined by those who are to work toward them. The activities of the principal and of the teachers should be related to these mutually determined organizational goals. The effectiveness of a school organization should be evaluated in terms of achievement of these goals. And by stating our goals in terms of measurable achievements it will be possible for those working for the goals to see the results.

A story is told of a man hired by a psychologist for an experiment. He was taken into the back yard and given an axe. "You see that log lying there?" The man nodded. "I want you to act as if you're chopping wood, only I want you to use the back side of the axe—not the blade. I'll give you $8 an hour." The hired man thought the psychologist was crazy; however, the pay sounded fine to the man, so he went to work. After a couple of hours, he knocked at the back door. The psychologist asked him what he wanted.

"Mister," he said, "I'm quitting this job."

"What's the matter? Don't you like the pay you're getting? If it isn't enough, I'll raise your wages."

"No Mister, the pay is good enough but when I chop wood I've got to see the chips fly."

One of the real psychological rewards of teaching is to be able to see the chips fly. If teachers are not sure what it is they are trying to accomplish, they cannot gain the important psychological satisfaction of seeing the chips fly.

Let me suggest another guide for the educational leader of the future. Individuals in parts of the system should interact in such a way as to make a maximum contribution toward achieving the goals of the organization. We have always said this. In the future, new organizational structures such as team teaching will make effective interaction even more important. The purpose of interaction is not just to facilitate the work of individuals; it is also to contribute to achieving the goals of the school.

To have the kind of interaction that enables teachers to work effectively as individuals and as groups, it becomes very important to have open communication between individuals and between various groups. This does not mean solely the communication of facts; it also means the communication of feelings, of attitudes, of wishes—in other words, informal communication as well as formal. What can the principal do to facilitate this communication? He can take the initiative for communicating important things to others. He can be receptive to or seek communication from others. He can help to devise formal methods of feedback in communication as well as to encourage informal communication.

Let us consider other similarities between organisms and the elementary school. One of the characteristics of a healthy, living organism is that it is self-maintaining. It is in a steady state and yet in a state of constant flux. When part of a machine breaks down, the machine dies. It stops. The part has to be replaced. But when part of an organism of a human being breaks down, the organism, because it is dynamic, can often be self-righting, can often compensate, can often adapt. This is the challenge that faces us today. The healthy school has the capacity to adapt. But one of the things that happens so often when our environment changes is that we tend to become defensive, perhaps understandably so. However, as we become defensive, the signals blur; our defensiveness interferes with our perception. Principals can play a key role by being open to signals from the environment, by studying the community and its needs, and by seeing how the school can relate itself to other socializing influences. The healthy school adapts to change through appropriate problem-solving techniques—diagnosis of the problems, proposal of solutions, trial of solutions, evaluation of new results. The importance of the attitude of the administrator needs to be underlined here. There must be full and free communication regardless of rank and power. There must be more reliance on consensus rather than on coercion or on compromise. The idea must prevail that influence is based on technical competence rather than simply on prerogatives of power.

Finally, a living organism is not passive; it is a basically *active* system. While organisms react to their environment, they initiate activity at the same time. They seek change. They seek creativity. A healthy organization, a healthy elementary school, has a similar drive. It has a drive, if you will, for self-renewal—the desire, the ability to *initiate* a positive course of action, to select alternatives—and not just to react to changes in the environment. Administrators can have much to do with creating the spirit of inquiry that is needed—in fact demanded—for an organization to have this drive for self-renewal. Leaders in an organization get the kind of atmosphere they want—not the kind they *say* they want but the kind they show they want by what they do.

I once sat with the vice-president for research of Minneapolis-Honeywell on a plane trip from Minneapolis to New York. Minneapolis-Honeywell started out making a mechanical regulator that opened the damper on a furnace when it got cold in the house. The company is now producing some of the sophisticated electronic hardware that is being used in spacecraft. And so I figured that their vice-president for research must be doing *something* right.

As we traveled together, I told him that I, too, was interested in and concerned with the development of new ideas. I asked him for the secret of his success. He said, "I have one secret and that is that we celebrate the idea." I said, "It sounds simple. Tell me more." He replied, "Any time a man in our shop comes up with a new idea, we celebrate. If he comes in with a new idea, we take a couple of hours off for lunch and we have a martini to celebrate." Right then I knew I was going to be in trouble using his ideas in education. And I asked the usual kinds of questions that we are prone to ask. One question was, "Well, supposing the idea is no good. What do you do then? Do you still celebrate?" And he said, "Absolutely. We celebrate *every* idea. The moment you stop celebrating every idea, the ideas stop coming. Furthermore," he said "when we go back to the shop in the afternoon, once we have celebrated the idea, the man who had it is just as critical as anybody else."

Last summer I was in a meeting sponsored by the American Management Association. The vice-president in charge of human resource development for Bell Telephone reported that a young man coming up in the concern came to his boss and said, "I've been thinking about one of our fabrication processes. I see a number of problems, and I'd like to make this kind of change." And the boss, after asking him some questions, said, "All right, go ahead and make the change." The change was made. Three months later the man was back again. This time his face was long. "We're in trouble," he said. "This simply doesn't work." Again the boss asked him a number of questions, and the fellow finally concluded, "You know, I'd like to go back to the way we did it before." His boss replied, "All right, if that's what you want to do. Go back to the way you were doing it before." The man was about to leave the office, very crestfallen, when his boss said, "Don't worry, son, it failed when I tried it five years ago, too."

The reaction of the audience to that story was amazing. They thought the boss was a charlatan. "What right did he have to let the man make the mistake?" they asked. The response of the vice-president of Bell Telephone was this. "First," he asked, "how did he know that something that had failed five years ago wouldn't work today? Second," he said, "even if he had known it wouldn't work today, he still should have given the man the chance. This is how you develop human resources."

Sometimes I realize that as an administrator I tend to be what I call "*no* oriented." When a new idea comes in, my first reaction is, "Why won't this work?" And a good way to kill it is to say, "You know, we tried that five years ago and it didn't work." In the last analysis, the innovativeness of the organization, the initiative for change in the schools, is going to come from the administrators and the teachers.

We have examined many forces that will influence the future of the elementary school principal. We have learned that the principal can help to shape his role as he frees himself from thinking about maintaining the status quo. I say to you, society says to you, look for ways to *act,* not simply to react out of fear or habit. Think through the type of leadership that is going to be needed in elementary schools in 1970 and prepare yourself to assume this leadership. This is the way to growth for the elementary school principal. This is the way to assure elementary schools of the leadership they need in our dynamic society. This is the way to provide society with dynamic and effective education.

FOOTNOTES

1. Dennis, Lawrence E., and Kauffman, Joseph F., editors. *The College and the Student.* Washington, D. C.: American Council on Education, 1966. p. 14.
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Characteristics of a Profession

RALPH W. TYLER

FROM the standpoint of the education required, there are two essential characteristics of a true profession. The first is the existence of a recognized code of ethics. The second is the basing of techniques of operation upon principles rather than upon rule-of-thumb procedures.

A PROFESSIONAL CODE OF ETHICS

A profession's code of ethics commits its members to certain social values above the selfish ones of income, power, and prestige. In the case of medicine, for example, its code of ethics dedicates the doctor to the saving of lives and the protection of the patient's health above all material and personal considerations. In the case of the clergy, the accepted ethical code dedicates the clergyman to the service of God and of his parishioners above all selfish considerations. The ethical code for the teaching profession dedicates the teacher above all to seek the enlightenment of his students and to a sincere, honest search for truth, whatever may be its implications.

A professional code of ethics not only professes social values that are

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Ralph W. Tyler is Director Emeritus, Center for Advanced Study in the Behavioral Sciences, Stanford, California.

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above selfish ones, but it expects the individual member seriously to dedicate himself to these higher values. Furthermore, a profession establishes some form of group discipline in support of these values. A doctor who violates the ethical code of medicine receives the disapproval of fellow doctors and is subject to discipline by the state for malpractice. A lawyer who violates the code of ethics of the law may be disbarred by his fellows from further practice of the law. One of the indications that an occupation is becoming a profession is a concerted movement among members of the occupation to establish and maintain group discipline in order to uphold the ethical values to which the group gives lip service.

A common problem in several professions is to distinguish ethical values that are broadly social from a pseudo-ethical code that in reality dedicates the individual to the selfish interests of the group rather than to mankind generally. In some programs for the education of doctors, there has been a tendency to develop a code of ethics in which the doctor dedicates himself to the medical profession and to the interests of doctors rather than to the improvement of the health of mankind. In some programs for the education of lawyers, there has been a tendency for the ethics to identify the individual lawyer with the selfish interests of lawyers generally and to protect other lawyers rather than to see that justice is had by all mankind. In the education of many teachers, there has been a development of an ethical belief that dedicates the teacher to the maintenance of the interests of teachers generally rather than to the welfare of children who are being taught.

A profession is not a union. Professional ethics must focus upon higher social values than dedication to the selfish interests of the professional group. Yet to attain this high aim is one of the serious problems of the professions.

A PROFESSION BASED ON PRINCIPLES

The second distinguishing feature of a profession is the basing of its techniques of operation upon principles rather than rule-of-thumb procedures or simple routine skills. For an occupation to be a profession it should involve complex tasks which are performed by artistic application of major principles and concepts rather than by routine operations or skills. This is an important differentiating feature. A skilled trade, obviously, involves some fairly complex tasks, but the members of the trade are able to perform these tasks through acquiring certain routine skills and through following certain specified rules. Many of the problems encountered by a member of a profession are in a certain sense unique. To solve such a problem he must draw upon certain basic principles. However, the application of these principles necessitates an analysis of the particular problem to see what are its unique aspects which will require adaptation of the principles. This adaptation is an artistic task; that is, it involves individual judgment and imagination as well as skill. A skilled trade does not demand this type of intellectual operation.

In the early days, surgery was not really a profession but was a skilled trade. Certain skills, such as those used in bone setting, were transmitted from one generation of surgeons to another, and the surgeon learned largely as an apprentice how to carry on his trade. With the development of the basic medical sciences like anatomy and physiology, it became possible to gain a more fundamental understanding of what was involved in bone structure and in tissue development, so that a surgeon with adequate scientific background was able to adapt his particular procedures to the specific conditions surrounding a given case. He then solved the problem in each case in terms of basic principles rather than simply following rule-of-thumb procedures.

In similar fashion, when the lawyer operates as a professional worker, each case is analyzed and interpreted in terms of basic legal principles, so that the unique solution to the particular case is developed artistically by the lawyer in terms of these principles. Whenever a member of any profession meets his day-by-day tasks in terms of routine performance, for *him* the occupation is no longer a profession.

A profession not only utilizes basic principles rather than depending on rule-of-thumb procedures, but as it becomes more mature it recognizes that the principles used in the profession must be viewed in an increasingly larger context and that, correspondingly, the science needed by the profession must be continually extended to more basic content rather than restricted only to the obvious applied science. Thus, increasingly has medicine come to recognize the interrelationship of nutrition, physiology, anatomy, biochemistry, and other fundamental sciences which give a much broader basis for understanding a particular medical condition of a given patient.

Correspondingly, there is an increasing tendency for the legal profession to recognize that legal principles must be viewed in the larger context of economics, politics, sociology, education, and the like, in order that the legal decisions will not be so isolated from the stream of life that they will have little connection with the broader context in which clients live and carry on their work.

Teachers are increasingly realizing that to educate youth it is necessary to have a broader understanding of young people themselves and of the contemporary world in which they are growing up, so that what is being taught can be meaningful to the students and will make a difference in the way in which they live and function as world citizens.

In general, it can be said that as a profession becomes increasingly mature, it not only develops members who carry on their work through principles rather than rule-of-thumb procedures, but it also encourages members to gain an understanding of these principles in a much larger context than that afforded by the usual confines of the occupation.

I have emphasized these two major characteristics of a profession—the development of a code of ethics, and the use of techniques that are based on principles—both because they are the most significant differentia of professions from other occupations and also because they help to indicate some of the fundamental tasks of professional education.

Teaching As a Profession

Attitudes of Teachers and Association Leaders

VERNE G. JEFFERS

At present, teaching does not appear to qualify as a full-fledged profession. Classroom teachers express a desire for professional status but do not indicate a desire to accept accompanying responsibilities. As a group they seem more interested in promoting personal gains. The real desires of teachers seem to be in directions other than that of professional goals and are on a different plane from those of association leaders. Much of the literature dealing with teaching as a profession suggests that teachers do not possess adequate knowledge of the obligations and privileges commensurate with professional status, implying that teachers would be more apt to work toward professional goals if they were more aware of the implications of professionalism.

Educational associations have been primarily responsible for the advancement of teaching toward professional status. The purpose of an association is to do collectively what cannot be done individually. When a group encompasses large numbers, each member cannot participate as an individual in all associational activities and elected representa-

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Verne G. Jeffers is Professor of Elementary Education, Mansfield State College, Mansfield, Pennsylvania.

tives must serve the larger group. In theory, these elected leaders speak for and act in the interest of the group that places them in the leadership role; if they truly represent the group, their conduct reflects the attitudes and behavior of the total group. However, because experiences of those in leadership roles may not be common to experiences of members of the group, the thinking of individual leaders may not necessarily reflect group goals and there is no assurance that the leaders will act in accordance with group desires. Unless the leaders and the group they represent have similar goals, any great accomplishments will be difficult to achieve.

This article reports the results of a study to compare the attitudes of teachers toward the professionalization of teaching with the attitudes of state and local educational association leadership personnel. The study, which was conducted in New York State, was made by examining opinions of the two groups on programs designed to foster professional advancement, to promote associational gains, and to improve working rights and privileges.[1] It was prompted by a concern for the professional status of teaching and by an interest in knowing why education has not fulfilled the professional ambitions often expressed by individual members.

Virtually without exception, the literature dealing with teaching as a profession expresses the need for recognized professional status for teachers and charges the teaching body, through its associations, with the responsibility of working for professional goals. The study provides indications of the extent to which professional associations have accepted this responsibility, the degree to which educational association leaders reflect the feeling of the body they represent, and the receptivity of classroom teachers to moves in the direction of professionalism.

BACKGROUND FOR THE STUDY

Teaching has been referred to as a profession for so many years that it is common to use the term "teaching profession" without reflecting on the degree to which teachers demonstrate professional characteristics. However, many people—laymen as well as educators—are becoming increasingly concerned about the professional level of teaching and the extent to which teachers possess professional characteristics.

The 1950 progress report of the National Commission on Teacher Education and Professional Standards states: "Teaching is far from being a profession in many parts of the United States today, and there is no state or territory in which teaching may be said to have reached adequate professional standards."[2] Three years later the same group reported, "We shall have professional status only when every teacher has developed a sense of security, a sense of professional competence, a sense of occupational confidence, a sense of devotion, and a sense of rapport with the public to the extent that he has within himself an awareness of being a professional person."[3]

Many authors concur that the teaching body has not identified and defined criteria necessary for professional status. Goold, commenting in the September 1955 issue of the *Journal of Teacher Education,* states, "In order to attain full professional status, the profession must accept full professional responsibility. Such responsibility should include definition of membership, of basic preparation, of a basic code of ethics including enforcement provisions, improvement of skills, and precise standards for the protection of the public."[4] Brubacher expresses further concern, indicating that teaching does not possess the prestige necessary for unquestioned professional status. He suggests that because standards for training teachers have been lowered in an attempt to overcome the chronic shortage of teachers, the status of the entire profession suffers.[5] McDonald asserts that if teaching is to become a true profession, teachers themselves must wield the greatest influence in setting standards for teacher education.[6]

Lieberman expounds at length on the problems of professionalism in teaching, indicating how and why teaching does not meet professional criteria. He asserts that "teachers cannot expect to achieve professional status until the teachers themselves participate in the drive toward professionalization. They cannot and will not do this effectively unless they have a clear understanding of the problems of professionalizing education. In the past, teachers and teacher training institutions have usually ignored these problems."[7]

Among the needs that must be met in order to professionalize education, Lieberman identifies the following:

1. Need for agreement on the function of education and on who should decide what the function shall be.
2. Need for authority in education within the educational group.
3. Need for professional autonomy, especially in such matters as entry into and expulsion from the profession, certification, accreditation, and teacher education.
4. Need for a strong professional organization that represents the entire profession.
5. Need for a code of ethics that will assure professional behavior.

The "New Horizons" report[8] suggests procedures for bringing teaching up to a professional level and reiterates many of the points upon which Lieberman expounds. The report points out that members of the profession, individually and as a group, have not accepted responsibilities necessary for carrying out an adequate program for a mature profession.

The National Education Association's realization that teaching did not possess adequate standards for a profession prompted the formulation in 1946 of the National Commission on Teacher Education and Professional Standards, commonly referred to as the TEPS Commission or NCTEPS. The Commission's charge was to develop a program for improving standards that would achieve the status of a recognized profession for teaching. The history of professions shows that both the "character of service provided and the prestige and security of those engaged in any profession rest very largely upon the extent to which the professional organization determines and controls the standards of preparation and admission."[9] To assure self-regulation by the profession, the Commission established the following goals:

1. To improve standards in selecting candidates to prepare for teaching.
2. To maintain a balanced supply of teachers.
3. To develop more effective programs of teacher preparation.
4. To improve in-service growth.
5. To provide higher standards of certification.
6. To foster a professional concept of teaching.

Using the above goals as guidelines, the National Commission launched a program designed to raise professional standards. TEPS commissions were established in a large number of states to work in cooperation with the National Commission.

A major focus of the Commission's activities has been directed toward institutions that prepare teachers. One of the early and significant tasks was to form an accrediting body that would evaluate programs of teacher preparatory institutions so that minimum standards for preparing qualified teachers could be established. Not only would accrediting by a group representing the profession assure minimum standards for those seeking entry into the profession, but, with similar standards applied on a national basis, individuals prepared in accredited institutions could be certified to practice in any state. This is not presently possible due to variations in standards of certification from state to state.

Pre-service training is viewed by the TEPS Commission as highly important in developing a well-informed body of practitioners in the profession. Armstrong suggests that teachers should have specific preparation for their professional responsibilities. ". . . the new teacher becomes a member of a school faculty and a member of the teaching profession. The pre-service curriculum should, therefore, help the prospective teacher to understand his functions in working with a faculty group and his responsibilities as a member of the teaching profession."[10] A study reported by Kinney indicated that teacher preparation institutions are not providing this learning experience for the prospective teacher. He reports that many serious problems in education today are due to the failure of preparing institutions to provide training to carry on tasks involved in the area of professional responsibilities.[11]

For these and other reasons, in-service education of teachers assumes a highly significant role, and the TEPS Commission has been increasing its attention to this means of preparing teachers for their responsibilities as members of a profession.

In spite of efforts—by TEPS, by many other professional groups, by teacher preparatory institutions—progress toward professionalization of the teaching profession has been slow and achievements have been limited. The lack of success may be partially due to the attitudes of teachers toward professionalization. Many authors express doubts that teachers are aware of the problems of professionalism or are prepared to accept obligations that are imposed upon attainment of professional status. Stout found that beginning teachers are too often unwilling to accept responsibilities that are inherently a part of the professional life of a teacher. They are sometimes uninformed or indifferent toward professional ethics and/or professional organizations.[12] Teachers need to possess the desire for professional status to the extent that they are not only willing to carry out professional obligations but actively seek opportunities to do so.

PROCEDURE FOR STUDY

The New York State Teachers Association is generally recognized as the principal educational organization representing teachers in New York State. The main organ through which the teaching body speaks is the Association's House of Delegates. Resolutions developed during the year and acted upon by the House of Delegates guide association activities for the ensuing year.

A questionnaire was developed utilizing statements derived from resolutions acted upon by the House of Delegates from 1958 through 1964. Each statement was worded to suggest that the condition, policy, or action should be attained for classroom teachers. A panel of eight judges assigned each statement to one of three categories—professional, associational, or working rights and privileges. Fifteen statements from each of the three categories were included in the questionnaire. A seven-step Likert scale offered choices ranging from "strongly agree" to "strongly disagree."

A proportionate sample of 674 teachers was drawn from 45 selected school districts. Using a ratio of 1 to 7, representation from elementary and secondary schools; rural, urban, and suburban schools; small and large schools was assured in the classroom teacher portion of the sample.

Association leaders included in the study consisted of state and local leadership personnel. Permanent staff members and elected officers of the New York State Teachers Association constituted state level leaders. Presidents of local associations and House of Delegates representatives, as well as those teachers in the classroom teachers sample who had held these positions within the past three years, were designated as local association leaders. A few principals were included in the association leadership group.

Questionnaires for classroom teachers and local association leaders were distributed through the office of the chief school officer of the participating school districts. State leaders received questionnaires by direct mail. The identity of individual respondents remained anonymous so reminders to those who failed to return questionnaires were impossible. Of the 809 questionnaires distributed, 529 usable questionnaires were returned. All segments of the sample asked to participate were represented.

RESULTS AND CONCLUSIONS

Results of the study indicated that association leaders and classroom teachers differed significantly on views toward activities and conditions designed to professionalize teaching. As was predicted, association leaders viewed professional goals with much higher esteem than did classroom teachers. The data did not indicate whether the differences were a result of differential experiences that leaders had due to their positions or whether those serving in leadership roles were by nature different types of persons.

The relatively low rating given by classroom teachers to many associational items suggested possible rejection of many associational ideals. A large portion of classroom teachers did not seem to care or were not aware of the role that educational associations play in advancing professional ideals. Results of the study may suggest that teachers do not even recognize generally the role associations have played in securing improved working conditions for teachers.

Classroom teachers may have tended to reject certain associational goals because they have greater interest in improvement of salary, fringe benefits, and working conditions than they have in other aspects of associational activities. For a number of years, teachers have been purported to be underpaid and overworked. Progress has been made but many teachers still tend to believe that they are not receiving what is rightfully due them. The scapegoat they hold responsible for this state of affairs may often be the educational association. As a result, many teachers perhaps feel antagonism toward the organization that allegedly has worked toward improving the lot of the teacher. Hence, other items related to activities designed to strengthen the position of an educational association might have been looked upon with disfavor by many teachers.

Since classroom teachers may not be as knowledgeable as association leaders regarding general characteristics of a profession, or the deficiencies in education for fulfilling professional criteria, they may be prone to think of "professional" specifically in terms of salary, fringe benefits, and improved working conditions. On the other hand, association leaders may be more aware of the broader connotation of professionalism and of the deficiencies existing in education that deter achievement of professional status for teaching. With these assumptions in mind, it was further assumed that classroom teachers would view activities and provisions designed to improve working conditions and privileges more positively than association leaders. The study, however, revealed that there was little difference between teachers and association leaders in attitude toward items dealing with working rights and privileges. Actually, association leaders rated this category slightly above the classroom teachers' rating of the category.

Selected demographic data were analyzed to determine if differences within the ranks could be identified that would reveal possible demographic variables influencing the views of association leaders and teachers toward the professionalization of teaching. The over-all pattern of significance is presented in the following table:

Differences among association leaders in responses to the questionnaire were associated with type of pre-service institution attended, type of school system, and association membership. Those attending normal schools or state teachers colleges for pre-service training rated professional and associational categories higher than did those attending liberal arts colleges or universities. Leaders from city school systems

Summary of Results
of t *Test Application on Selected Variables*

Variable	Total Group			Association Leaders			Classroom Teachers		
	P	A	W	P	A	W	P	A	W
Age level	.05	.01	NS	NS	NS	NS	.05	.01	NS
Sex	.01	NS	.01	NS	NS	NS	.01	NS	.01
Degree Held	.01	.05	NS	NS	NS	NS	NS	NS	NS
Pre-service Education	NS	NS	NS	.01	.01	NS	NS	NS	NS
Years of Experience	.01	.01	.05	NS	NS	NS	.01	.01	.05
Type of School	NS	.05	.05	NS	.05	NS	NS	NS	.01
Teaching Level	NS	NS	NS	NS	NS	NS	NS	NS	NS
Association Membership	.01	.01	NS	.01	.01	.05	NS	.01	NS

P—professional category
A—associational category
W—working rights and privileges category
.01—significance at the .01 level
.05—significance at the .05 level
NS—non-significance at the .05 level

were more positive toward the associational category than were those in other types of school systems. Those holding membership in NEA ranked all categories higher than did those who did not belong to NEA.

Differences in classroom teachers' responses to the questionnaire were associated with age, sex, years of experience, type of school system, and association membership. Older teachers, males, and those with seven or more years of experience viewed professional items more positively than did their counterparts. Older teachers, those with seven or more years of experience, and those holding NEA membership rated the associational category higher than others. Male teachers, those with seven or more years of experience, and teachers employed in city school systems indicated greater interest in improving working rights and privileges.

Level of education did not appear to be related to attitudes toward professional, associational, or working rights items.

As previously indicated, many educators concerned with professionalism in teaching have expressed anxiety about the level of awareness and degree of acceptance of professional responsibilities by classroom teachers. It was suggested that classroom teachers merely want to teach and that they show little interest in vital educational matters other than teacher welfare. The assumption that teachers are uninformed or indifferent toward professional responsibilities was ascribed to lack of training, especially in pre-service institutions.

The thesis that teachers do not generally recognize their responsibilities to the profession was borne out in the study. If the expressed desire for professional status is a true indication of teacher aspirations, it would seem that a higher priority should have been placed on acceptance of professional responsibilities necessary for professionalization of teaching. With younger teachers and those with fewer years of experience placing less emphasis on professional responsibilities, lack of specific training to inform prospective teachers of their responsibilities could be a contributing factor.

It is questioned whether raising standards of pre-service training by extending the number of years of preparation has improved professionalism in teaching. Perhaps the pre-service curriculum has not helped prospective teachers to understand their responsibilities as members of the teaching profession. Education might well take a cue from the other professions and offer specific courses that would instruct teacher candidates on ethical behavior of professional persons and the responsibilities they are expected to accept as members of the teaching profession. Indoctrination regarding the expectations that the profession has for candidates to its ranks might well be an integral part of the pre-service program.

If the professionalization of teaching is to be successful, classroom teachers already in service need more exposure to the characteristics of a profession. Awareness of the implications of professional status and the attendant responsibilities incurred by members of a profession must be developed within the group currently making up the teaching body. No teachers should be overlooked if wider horizons for professional experiences are to be offered to classroom teachers. It was revealed in the study that a preponderance of secondary school teachers assumed leadership roles at the local level. On the basis of percentage of questionnaire returns, it appears that high school teachers demonstrated greater interest in activities related to their profession than did elementary school teachers. However, elementary school teachers who did respond indicated the same level of concern as did secondary school teachers in their responses to the questionnaire.

Local associations play a very important part in the extension of professionalism in teaching. Much of the in-service work to create a better understanding among teachers of the characteristics of a profession and the opportunity to accept responsibilities should come through local associations. However, there is a real need for a reexamination of local association practices. Too often the local association's professional advancement committee is no more than a salary committee, and the only other major functions of the local unit tend to be more socially than professionally oriented. A strong local association, properly oriented to professionalism, could be the greatest influence in providing incentives that would overcome the apathy of so many classroom teachers toward professional matters.

State associations might find it advantageous to make a more vigorous effort to interpret and clarify associational goals for their members. Since most resolutions adopted by associations' delegate bodies fall mainly within professional, associational, and working rights and benefits categories, it should be made clear to the constituents which phases require the greatest effort for professional advancement and which are essentially negotiational platforms. It should also be made clear what constitutes the *labor* phase of their program and let it be known that this aspect, while extremely important, does not contribute to professionalism, per se. It is time for educators to face issues in a straightforward manner rather than to invent terminology that merely leads to misinterpretation and confusion.

It is of the utmost importance that there be more pressure from the state associations for greater participation in formulating programs that train teachers. More participation in the accreditation of teacher training institutions, especially of multi-purpose institutions, may need to be placed within the domain of the state associations. The professional organizations need to take the lead in eliminating or upgrading teacher preparatory programs in institutions of higher education that have low standards of preparation and, in the interim, preventing graduates from these substandard programs from practicing the profession. Autonomy for the profession in teacher education, accreditation, and certification, bolstered by public law, would do much to advance teaching to a professional level. Furthermore, a means for eliminating the incompetent from teaching, formulated by the association, would enhance the position of teaching as a profession. It is through the teachers associations that effective and reasonable autonomy for teachers can be attained and that a vitally needed Professional Practices Act can be formulated and promoted for legislative enactment.

This study lends support to the thesis that teachers tend not to accept responsibilities necessary for professional status. However, there were strong indications that, as a group, association leaders were knowledgeable about professional matters and willing to work toward attainment of professional goals. A major course of action that appears to be necessary for advancing professional status seems to be the creation of more awareness of responsibilities within the greater group of teachers.

A dual program may be in order. Local associations, with the cooperation of state and national associations, might well place greater emphasis upon conveying to its members a better understanding of professional ethics, responsibilities of a professional person, and, in general, a greater knowledge of the characteristics of a profession. Teacher preparatory institutions could include the foregoing as an integral part of a program in preparing potential teachers. Specific training to prepare candidates for becoming members of a professional group, as well as preparing them to teach, should contribute greatly to the professionalization of teaching.

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The Changing World of the American Teacher

WILLIAM G. CARR

AT my age, when one is asked, as I was [illegible], to [illegible] article on the American teacher of yesteryear, the request does something to his own self-image. Perhaps the editor had in mind a retrospective account of how very different teaching was a half-century ago. The trouble is, however, that I do not remember anything very unusual or remarkable about my colleagues or myself at that time. I was then, as I hope to remain, completely and happily unselfconscious about my possible place in the pageant of pedagogy. I think that I faced my seventh-grade homeroom every day in a rather matter-of-fact, no-nonsense way, without any overpowering curiosity about the trends in the teaching profession prior to my arrival on the scene or about the changes the future might produce.

As the youngest and greenest teacher in the school I was, of course, assigned to the homeroom for the Z Group. I remember, too, come to think of it, that I was rather glad of the assignment. My homeroom was composed of a delightful group of innocents who caused me no difficulty comparable to that which some of my more gifted pupils could create.

I remember one other thing. I had a great principal. I thought so then,

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William G. Carr, formerly Executive Secretary of the National Education Association, is now Secretary-General, World Confederation of Organizations of the Teaching Profession, Washington, D. C.

and still think so. He dropped in to see me at work every two or three weeks. He always told me in advance when he would come. He frequently shared with me something that he had read or heard which he thought might be useful in teaching. Several times a year he would invite me to go with him to a professional conference. I felt as much genuine respect for my principal (as genuine although different in origin) as did the youngest child in the school. I repeat, *respect*—not fear and not rivalry. I recognized from the first day that he was my friend and wanted me to succeed. In this respect, I doubt that the relationship between a principal and a teacher needs to be modified. I have an uneasy feeling, however, that this mutual respect is less universal today than it was a generation ago. If so, both principals and teachers are missing a good deal. And, more important, the education provided is impoverished.

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These personal reminiscences are beginning to run thin. Even if I could remember (or invent) more of them, I do not believe they would be of general interest. I propose, therefore, to turn next to more solid ground and to consider a period of about the last 15 years—long enough to cover the experience of the majority of those who may have followed the discussion this far.

It happens that we have remarkably good background information for a discussion of the changing elementary school teacher. The Research Division of the National Education Association has made periodic investigation of the status of the American public school teacher. These investigations have assembled detailed information for the years 1956, 1961, and 1966. Thus we have, as it were, three clear and detailed photographic frames in the unwinding motion picture of a changing profession, among which we can make quite specific and clear comparisons.

Let us begin with the teacher of today. The NEA Research Division's comprehensive report, *The American Public School Teacher, 1965-66,* begins its concluding chapter with the following declaration, "The typical teacher defies description." The chapter then proceeds to describe this defiant typical teacher. The chances are nine out of ten that the elementary school teacher is a woman and six out of ten that she is married. The median age is forty years, the median experience ten years, six of which were spent in the school system where she is now teaching. She has a bachelor's degree, spends thirty hours a week with a class of 29 pupils, and uses some or all of her lunch period, either regularly or on a rotating basis, to supervise her pupils. Her own estimate of additional duties connected with teaching brings her average working week to 46.5 hours. (The report calls this figure her "mean working week" and "mean" may be a doubly well-chosen adjective.)

The average amount of time devoted to teaching duties in the classroom and out of the classroom has not been increased in recent years. There has been much talk lately of teacher "load." Yet, two-thirds of all teachers, giving their confidential and anonymous opinions, consider their present teaching load reasonable. This percentage has not significantly changed during the last ten years; one teacher in three, however, still considers his own work-load "unreasonable."

Contrary to much of the popular discussion, both in the profession and in the press, the morale of elementary school teachers seems to be high and getting higher. Presumably no more searching test of morale could be devised than to ask whether the individual, if given a fresh start and a free choice, would be willing to become a teacher again. The proportion of affirmative responses to that question has risen from 64 percent in 1944 to 73 percent in 1956, 77 percent in 1961, and 78 percent in 1966. These are the averages for elementary and secondary school teachers combined, but there is no reason to expect any difference between these two groups. However, it is disquieting to note that a somewhat smaller percent of younger women than of older women say they would choose to teach if given the opportunity to start their careers again. Furthermore, teachers in large school systems are less likely than those in small school systems to express a favorable attitude toward their experience of teaching as an occupation.

The qualifications of teachers, as everyone knows, have been steadily rising. Ten years ago, one out of five teachers lacked the baccalaureate degree; today the proportion has fallen to less than one in ten. Meanwhile, in response to the increased birth rate and the increased holding power of the schools, school enrollments are mounting so fast that the average age of all teachers and their average years of experience are both declining. The median years of teaching experience ten years ago was 15; now it is 10.

Departmentalized teaching in the elementary school is still rare, but its use is increasing. Three percent of the elementary school teachers ten years ago taught specific subjects in two or more grades as departmental teachers. The comparable figure in 1966 was 8 percent. This is nearly a three-fold increase in ten years, although the total still represents only a small part of the profession.

Class size, believe it or not, is slowly decreasing. The median elementary school class size ten years ago was 31 pupils, today it is 29. This may seem to be a trivial event but, nationwide, it means that at least 50,000 additional teachers are employed in the elementary schools.

We hear a good deal, too, about moonlighting and second jobs. However, the study shows that more than 90 percent of the total income of teachers is derived from salary as a teacher. The percent of men teachers who reported extra income during the summer months has declined from 63 percent to 58 percent in the last ten years. Other figures from the NEA Research Division show a definite increase in the purchasing power of the average salaries of teachers during the ten-year period. This increase has been relatively greater than that enjoyed by other wage and salary workers. Unfortunately, there are many local exceptions to this nationwide generalization.

A small but alarming cloud seems to loom on the horizon when one examines the comments made by teachers themselves regarding their sense of identity with the community. The proportion of teachers who hold membership in church and community organizations was lower in 1966 than it was in 1956. It is not known whether this is a general trend among American adults or whether it is unique to teachers. In any case, it is not a good omen. Furthermore, 15 percent say that they have been in the community too short a time to feel that they "belong." An additional 4 percent, although long resident in the community, still feel themselves to be "outsiders." These two groups now comprise 20 percent of the total teaching staff; 15 years ago they comprised only 15 percent.

On the plus side, 30 percent of the teachers have lived in their community since childhood, and an additional 50 percent feel that they do "belong" there. These figures have not greatly changed in the last ten years. Nevertheless, the slowly increasing proportion of teachers, now up to one-in-five, who feel themselves to be "outsiders" would be a dangerous trend if it continues. The school principal should be able to ease this situation by appropriate action (provided, of course, that the principal doesn't feel that he, too, is an alien in the community).

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A new adjective is now repeatedly used to refer to the American teacher. That adjective is "militant." Its current manifestations may be better understood if its origins can be defined.

The new militancy of many teachers results from a variety of causes, most of which have occurred in the past ten years. No one of these causes alone would have produced the degree of militancy which is exhibited all about us, but a combination of factors has been sufficient to modify profoundly the *esprit*, the outlook, of many members of the teaching profession in the United States today.

Almost every day the press reports new signs of unrest, demonstrations, protests, political action, sanctions, and strikes by teachers in one state or community after another. What has happened lately to produce these militant reactions within the teaching profession?

One event which paved the way for militancy of the American teacher was the reaction of the American people to the discovery that the United States was not first in the exploration of space. In October 1957, Moscow had a satellite in the sky and we had none. Those who have not lived through the succeeding months would scarcely believe or comprehend the abuse to which the teaching profession was subjected as a result of that event. The attack was pushed with ferocity and vindictiveness. The reason the Russians had a satellite while we had none, it was said, was the neglect of basic school discipline in general and the teaching of science and mathematics in particular. The attack ranged broadly from the kindergarten up to some point around the end of the freshman year in college. The higher institutions were exempt. The organs of public opinion, led by the Time-Life publishing empire, decided and proclaimed through all of their tremendous resources that the universities, the Pentagon, the White House, and the Congress were not really responsible for the supposed space lag of the United States. Instead, Central High School and Horace Mann Elementary School were designated as the symbolic scapegoats. Wild statements were offered to the public regarding the superhuman vigor and scope of Soviet education. The fact that the United States had a respectable space exploration program in being within less than a year after Sputnik I, and that in many respects this program was already in advance of the Soviets, made no difference whatever. For a period of about three years, the public schools and the teachers of this country were submitted to an incredible torrent of abuse—some malicious, mostly misinformed.

I remember at the time being rather surprised at the calm way in which this invective was accepted by the profession. I was even surprised at myself for, as far as I recall, I never attempted to strike back except to explain and to plead for reason and balance. But it was a difficult period, one which, whatever may have been their outward reaction, undoubtedly predisposed American teachers to the exhibition of some form of resentment and frustration in the future, even though that reaction was long delayed.

A second major event which added its force to the growing militancy of the teaching profession was and remains the civil rights movement in general. Teachers, like other citizens who observe current events, could see an important segment of American society, roughly one-tenth of the total, openly rebel against discrimination, enforced segregation, and other forms of economic and social injustice. They saw, moreover, that given a just cause, various forms of civil rights demonstrations were able to produce in a few days or weeks results which many years of patient reasonableness had failed to produce. The successes of the civil rights movement in many important areas of American life offered an example which many teachers, like many other people, were prepared to adapt and use for their ends.

A third factor creating militancy in the teaching profession was the decision of the industrial union department of the AFL-CIO, under the leadership of Walter Reuther, to spend a great deal of money and manpower to bring teachers into the labor movement of the United States, presumably as the gateway to restoring declining union membership by enlisting white collar workers.

The existence of teachers' unions was not entirely novel in American life and American education. For half a century, the American Federation of Labor had enrolled some teachers in a few cities. The number of such teachers, however, was small, both absolutely and relatively to the large number employed or to the membership of the affiliates of the National Education Association. The new force in American education did not stem from the concept of teacher unionization itself. Rather, it arose from the skill and energy applied to the promotion of this concept, the expenditure of as much as several hundred thousand dollars in a single city, the assignment of scores of part-time and full-time organizers in a single city campaign, and the experienced direction of the highest echelons of organized labor.

It is not my intention here to debate whether this was a wholesome aim either for the teachers or for society at large. Such issues have been discussed by me and by others about as fully as is useful. The fact remains that an open, urgent, and sometimes successful invitation to affiliate with organized labor, and to use labor methods—including the strike and the threat of strike as weapons—was constantly and skillfully offered to the teachers of the nation. This process continues.

The urbanization of the United States has added to the tensions and frustrations of the situation. This process of urbanization is, of course, only beginning. The density of the population in the central cities seems sure to increase, while the suburban areas spread out until their edges touch those of the growing suburbs of nearby cities. During the next generation, two-thirds of American population growth will be concentrated in only about 50 metropolitan areas. This urbanization means larger schools and school systems and a greater difficulty of communication between administrator and classroom teacher. This impaired communication is, as a rule, sincerely deplored by both parties. This gap, however deplored, is not easily bridged in a large urban situation. In human relations, distance rarely "lends enchantment to the view." Instead, distance—both geographic and psychological—lessens the probability of communication. And lack of communication leads to militancy on both sides.

Meanwhile, the nature of teaching has not changed dramatically. Yet, the increased and sometimes irrational public criticism, the frequent success of the militant civil rights demonstrations, the beckoning promises of economic advancement through alliance with the labor movement, and the problems arising from population shifts and urbanization have all united in the past decade to make a profound change in the attitude of many teachers. The change was not immediately perceptible with regard to their attitudes toward students or to their daily work. That change, if it comes, will come later, but change is already evident and deep with regard to the teachers' attitudes toward the surrounding society.

These external forces playing on the teaching profession were supported by changes in the characteristics of the profession itself. The average age of all teachers dropped. The younger teachers had less experience and, almost by definition, less maturity. The proportion of these young teachers steadily increased as growing numbers of beginning teachers were employed to staff new classrooms as the shock waves of the population explosion moved upward through successive levels of the school system. These newcomers, although less mature and less experienced, nevertheless usually had more and better formal education than those who had preceded them into the profession.

The characteristics of the changing teaching profession create militancy also because the profession contains far more men, both absolutely and relatively, than it did a decade or more ago. Men fill a majority of the positions in high school teaching and they have infiltrated the elementary schools to a growing extent. That this is a development desirable in the education of young people is widely accepted. Many of these young men, moreover, were veterans of World War II or the Korean War and the beneficiaries of the educational opportunities provided by the GI legislation for the veterans of these conflicts.

In our culture, men usually carry greater financial responsibility than women do. This fact may be deplored but it can scarcely be denied. Men are much more likely to have dependents than women are. To be sure, some women have dependents and some men have no dependents. The general trend, however, puts much more of such responsibility on men. The feeling of responsibility for others—and the fear of failure to meet this responsibility—is very likely to lead to a militant attitude in the assertion of rights and in the demand for status and recognition which will provide an income adequate to meet growing responsibilities for wife, home, and children.

These two sets of conditions–the one external to the school and to the teaching profession, the other consisting essentially of characteristics of the profession—have merged in the past ten years. The results are visible in the headlines of almost any metropolitan daily newspaper.

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To preserve balance and objectivity under such conditions is not easy for anyone. Principals and other administrators are not supermen. They are subject to the same impulses and drives as other people. The test of their leadership is whether they can control and direct these impulses. I think it would be a great mistake in policy for administrators to react entirely negatively to every aspect of the new developments. It is true that militancy, the new militancy of the teaching profession, sometimes takes very undesirable and difficult forms. Although its principal target may really be an indifferent society, penurious school boards, or uncooperative parents, the teacher militancy may appear to be aimed at the principal of the school or at other colleagues engaged in educational administration through the school system. But if the principal reacts in kind to unreasonable hostility on the part of teachers, he is missing one of the great opportunities for leadership of this difficult epoch. Surely it is the function of educational leadership to remain in communication with, and—to the greatest degree possible—in friendly communication with, the rank and file of the teachers.

Surely it is a legitimate and necessary function of leadership to direct the valuable aspects of the new militancy toward the advancement of education, to improve thus the quality of service which schools render to society, and (in short) to manage the given situation to produce desired results in spite of hazards and difficulties. This may seem like (and may be) an almost impossible task. Yet, the very difficulty will be a challenge to the most gifted leaders.

I think elementary school principals and other administrators might often be militant, too—and for very much the same reason as the teachers. It does not seem productive that the militancy of teachers and administrators be necessarily directed against each other. Such mutual hostility is not only unproductive but it is also counter-productive.

There are many things that teachers and principals could be militant about *together*. They might be militant together, if necessary, in insisting on freedom to teach.

They might be militant together about leaving a teacher in control of the classroom and a principal in control of a school without the constant interruption of outside agencies with propaganda and special pleading.

They might be militant together in insisting that teachers and principals be given the new tools, the new books, the computers, the teaching machines, the electronic, auditory, and visual aids, which a new technology has placed at the service of the American classroom. Of course, the availability of these new tools for teaching, although it may be comparable in education to the importance of new antibiotics in medicine, is not productive unless those who should use them have them at hand, have learned to use them, and are free to use them in situations where they are appropriate.

Teachers and principals might well join in becoming militant about a reasonable school supply system that will deliver the inexpensive but essential odds and ends of classroom needs—pencils, paper, chalk, thumb tacks, and so on—when they are needed, where they are needed, and with a minimum of evasion and red tape.

In some circumstances, principals and teachers could be militant together about getting some parents to supply the kind of cooperation and support that is needed for the school to be effective. Fortunately, most parents do their best in this respect, and from most parents their best is very good indeed. There remain, however, some parents who seem to think that they have done all that is required of them if they push the child inside the schoolhouse door and complain about the school taxes. Some talk and some vigorous action might well be called for in situations of this kind. I see no reason why principals and teachers should be on opposite sides of this issue. They are natural allies and should function as such.

Teachers and principals could be militant together about maintaining the ethics of the profession, about fulfilling the terms of agreements and contracts, about respect for the law and the judicial system, about keeping professional independence, about cooperating with every group that is going their way but avoiding alliances which impair or imperil their professional freedom.

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There are some forms of militancy which neither teachers nor administrators can or should exhibit. The unilateral breaking of a contract or other agreement to render professional services to a given community is one illustration of conduct which responsible teachers should not exhibit and responsible administrators cannot condone. Every individual and every group should feel free and be free to accept or to reject the terms of a contract when the terms and the conditions of that agreement are proposed. But after the conditions have been established and have been accepted by all parties, then teachers and school administrators, as well as the employing school boards, are morally, professionally, and legally obligated to carry out that agreement.

Another illustration of the misuse of militancy occurs when members of the teaching profession engage in activities which they know to be

tion. Those who proclaim by their actions that court orders and laws which do not work to their advantage may properly be ignored, those who reject the democratic procedures of reasoned debate to modify the laws of the land—these people are teaching the nation's youth by their example a code of behavior which, once learned and practiced, can gravely weaken the essential foundations of democratic society.

Will the present tensions and conditions of militancy persist unchanged? I do not think so. Everything I have observed in my own experience and read from history suggests that a pendulum swings in human affairs. Forces which impel mankind in one direction are eventually offset by counter forces that bring back a point of equilibrium.

Has this militancy of teachers produced good results or bad results? I should respond that the results are mixed. It is unfortunate that we cannot separate and retain only the good results and avoid the bad results altogether. However, one of the important tasks of leadership in the years ahead will be to encourage the use of those tactics which do not injure democratic government, to reject procedures which do inflict such injury, to make the most use of the constructive results of militancy, and to keep its harmful effects to a minimum.

The Changing Role of the Teacher—How Does It Affect the Role of the Principal?

THOMAS C. WOOD

BIGNESS is surely the centerpiece of the modern American society. Demographers predict the eventual clustering of 95 percent of our population in several burgeoning metropolises. One-tenth of all counties in the United States are growing larger; nine-tenths are becoming smaller. The corollary to these circumstances is legislative insistence that our school districts be reorganized to encompass more children and more territory. Such reorganization increases not only the number of people involved in intermediate administration but also the size of educational facilities.

DEPERSONALIZATION

Regardless of the benefits that accrue from this sort of reorganization, the character of the affected institutions is inclined to become more impersonal just as the nature of the metropolis in which many of these institutions function is impersonal. For the individual, this resulting anonymity can be stifling and frightening. In the large school district, as

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Thomas C. Wood is Executive Secretary, California Elementary School Administrators Association, Burlingame.

in the large city, people hunger for someone to talk with them, someone to listen to them, and someone to work with them. These individuals are seeking recognition as individuals. When the frustrations of big city and big district aloneness become unbearable, these people, these professional teachers, become militant in their demands to have more to say in the management of their professional affairs. They want to take part in fixing standards for their professional behavior and to enjoy greater involvement in decision making which directly affects the operation of their classrooms.

I think the urban teacher searches for, and sometimes finds, a fulfillment on the job which his family, church, and community no longer provide him. He seeks within the profession for a personal liberation, for some basis for his existence. And the job may indeed give him a meaning for life that he cannot find elsewhere.

Yet, even those for whom urbanization is no problem find that the affliction which plagues their big city colleagues is highly contagious. They develop a dissatisfaction with perennial professional adolescence. As a result, a rural or suburban teacher has frequently assumed the aggressive posture of his colleagues albeit with some awkwardness and lack of understanding. He desires what he imagines is the fruit of the labor of his big city friends. And he intends to achieve it, properly or improperly, by employing the same kind of tools.

A MODEST REVOLUTION

This kind of revolution among practitioners of education was perhaps predictable. It emerges as a companion to the technical, economic, political, and social revolution that is taking place in this country. We feel the impact of the space age and automation; we experience the challenge of surplus and of leisure time as opposed to the problems of production; and we observe the shift in political emphasis toward greater centralization and toward equality in representation. We have some stumbling but determined efforts to obtain social mobility. In addition, we are witnessing a substantive campaign for world peace, as well as experiencing some of the excesses of that campaign.

Those who minister to the educational needs of what will soon be one-third of this nation's population will not be denied the heady wine which accompanies involvement in necessary change. The organizational tinkering which is going on behind the mask of innovation has been a poor substitute for the real medicine needed to furnish energy for our lethargic profession. Important though considerations of organizational readjustment are, multi-grade systems, nongraded plans, team teaching, mandated programs in foreign language, new math, science, and others tend to make a fetish of scheduling and specialization. They will not replace the satisfaction that all professionals must have, and that is in a redefinition of basic goals.

THE INTIMIDATED PRINCIPAL

The beleaguered administrator is often an unwitting and unwilling contributor to the militancy and unrest of the classroom teacher. He operates in an authoritarian institution which is frequently hostile to freedom and to the development of something to which we all profess allegiance—*crucial individual differences.* The challenge for the administrator is to discard that which, although proved archaic and vestigial, he sometimes clings to—paternalism. Threatened by imaginative and creative teachers in the classroom, a disconsolate minority of his group hides behind a welter of regulations and rigid programing devices that only increases the suspicion and misunderstanding on the part of already disgruntled co-workers. Feeling the pressure of teacher demands and experiencing occasional clashes with overeager representatives of teacher organizations, nervous administrators may have some understandable lack of enthusiasm for solving the basic problems behind the militancy. And often they are disposed to cry out plaintively for the "good old days."

What are the factors that cause what appears to be division between teachers and administrators? One is teacher inclination to mouth a fear of administrator domination and intimidation. Another is the administrator clutching at a medieval notion that people, rather than programs, need to be administered. And still another is the conviction, shared by teachers and supervisors, that lay boards are going to capriciously call down a plague on both their houses. The public may look with a jaundiced eye at all of them.

THE PARAPROFESSIONAL

The intrusion of certain conditions peculiar to the contemporary scene also deserves examination. The increased complexity of our society has been accompanied by a massive infusion of federal monies and state programs for its use. Coupled with this is the attention being given the culturally deprived through programs which demand additional personnel in greater numbers. With the reservoir of qualified and credentialled teachers already dangerously low and with limited numbers of prospective teachers now in training, those responsible for personnel are turning to qualified laymen in the community to serve as aides and special resource people. This has heralded the development of a cadre of paraprofessionals. As this new force is assimilated and trained, classroom teachers are assuming—and properly so—much of the responsibility for its supervision. Together the credentialled teacher and the paraprofessional are exploring avenues for the most effective employment of lay personnel. In the meanwhile, the professional teacher is discovering the need for cultivating the skills necessary for supervision of other personnel. This new circumstance is added to existing programs, such as foreign language in the elementary school, which demand specialists in the classroom.

New programs and new personnel of a different order give rise to two new conditions:

- The advent of additional stratification of those responsible for instruction in the public schools.
- A greater blurring of the lines between that which formerly constituted teaching and that which was essentially supervision. Who is management and who is labor?

AN INSTRUCTIONAL LEADER?

School administrators, also, are confronted with the necessity for a reevaluation of role. There are those who would consign administrators to a management function, remanding to teachers and department heads and other supervisory personnel the task of instructional leadership. This tidy delineation would satisfy the compartmental minds of those who cannot accommodate diversity in role. They have called upon principals to state their position as administrators and to classify themselves as either education or management oriented. In some large cities, principals have done so and have allied themselves with the board of education in an almost exclusively managerial capacity. This alignment, however, has created no real exodus from the problem maze in which the metropolitan school district finds itself.

This calls for alignment on one side or the other, particularly for the elementary principal who has long imagined himself to be the instructional leader and along with his teachers to be diligently engaged in improving the instructional program.

In reality, the elementary principal in most fast-growing suburban districts has absorbed—with an understaffed district office—obligations which, in big city districts, are satisfied primarily by intermediate administration and supervision. First at the secondary level and more recently at the elementary level, this involvement in managerial functions and increased classroom teacher specialization have forced the administrator to act in a fashion disparate from his interest in instruction per se.

While the elementary principal may be experiencing more activity, if not interest, in the administrative aspects of his position, his relationship to teachers remains a close one. Unlike the secondary school principal who is apt to have a larger administrative and office staff, the elementary principal continues to be close to teachers and to children. In times of conflict, he will ally himself more often with the teachers than with the central office personnel.

Beyond unrest and so-called militancy, the essential features of the teacher's change in role are not yet clearly identified and defined. The teacher has only begun to find his way through the jungle of additional responsibility which his negotiating team would have for him. He has not yet gone much beyond a more sophisticated instrumentality for making salary demands. The truly professional kinds of decisions which he would make in terms of securing the material for his work and bringing about curriculum innovation have only begun. But this trend offers administrators a new role in responsibility to provide leadership for the terribly exciting potential residing in this teacher force. It is to be hoped that they accept the new role and quickly assume it.

A PHILOSOPHICAL SHIFT

It is in the realm of attitude change and philosophical reorientation that the most effective tools await discovery. At the outset, we have to face some cold, hard facts. The trend toward teachers assuming additional responsibility is not going to be altered. The fact is, if the education profession is going to be a positive cultural force in our society, principals must unite with teachers and help make "militancy" a responsible accrual of strength.

School professionals have been plagued by something less than courage. They have allowed decision making about educational policy to be wrested from them and have given these matters over to professional politicians and carefully organized axe grinders. Teachers and administrators would do well to reaffirm their real purpose. Together, they can be enthusiastic and energetic and honestly militant about it. Identification of this purpose involves the simple admission that the task is to make positive changes in the behavior of young people and not solely to teach subject matter. Educators have a strong social purpose, and past experience must not prohibit them from taking into account the social relevance of the school. Subject matter is their tool; sharpened, it is their first weapon in the defeat of ignorance and poverty. Regarded otherwise, subject matter is a two-edged sword that will turn against them if, indeed, it has not already done so.

I think, next, that administrators have to help themselves and teachers throw off completely the slave psychology that has dominated their minds since the beginning of time. They have to teach faculties, as they learn it themselves, to stand on their own feet and win for their ideas the support of their colleagues and the masses of the people. The administrator's problem is to achieve competence, and this is no more critical for teachers than for administrators.

SOME TRENDS

Emerging from this, I think, are some specific trends in elementary education.

The specialists. First, there is a growing specialization among school personnel which reflects the knowledge explosion in many of the disciplines. There is also an awareness that there have to be many kinds of competence to make education effective and efficient for young people. There are going to be more specialists in such areas as reading, mathematics, educational psychology, and physical therapy. The appearance of program design engineers and learning analysts, particularly at the district level, will add to this kind of specialization; research by people particularly expert in the kind of environment which affects learning will very likely diffuse elementary school education and extend it to include more generally preschool programs and community resources at large. Consequently, the elementary administrator will find it impossible to know as much as his staff knows in the various fields of their competence and will be ill-advised to attempt authoritarian or capricious supervision. Instead, his task will be the critical one of developing the chemical mix of educational elements; personalities, skills, materials, and programs that are uniquely needed in his school.

Tradition is out. Another significant trend indicates that these specialists are going to be far less responsive to being administered by a line officer and far more sensitive to internalized norms and the authority of competence. In dealing with these kinds of expert personnel, an administrator who attempts to give direction in areas in which he is not perceived as totally competent may encounter substantial resistance. The standards of performance are not going to be maintained by the traditional rules and methods of supervision but by the sensitivity and creativity of an administrator who will depend upon expectations of a collegial sort. As a matter of fact, fewer and fewer teachers look presently to administrators or district supervisors for assistance but rather seek help from fellow-teachers and from teachers at the college level. Teachers and their administrators will be held accountable for outcomes assessed against previously and cooperatively established goals. Evaluation by characteristic, an archaic notion at best, will be replaced by the judgment of peers organized in cooperative teams and through mechanisms instituted by professional associations.

The learning process. As professionals focus on the learning process, as opposed to the teaching process, there is going to be a greater and a natural demand for more autonomy by individuals and small groups within the school organizations. This specialization and small-group development does not infer departmentalization or team teaching, per se, but rather the application of skills in discrete ways and as a part of flexible, cooperative teams.

Youngsters must no longer be subjected to the simple application or input of information. Instead, they need to develop more of the attitudes and skills of inquiry. Teachers can no longer coerce them by lecture or by the imposition of the gadgetry and machinery of education. They will have to develop situations that are the touchstones to self-directed inquiry, creative problem solving, and decision making based upon the evaluation of alternatives and consequences. These situations must literally involve students in their own programing. They should reinforce the pupil's curiosity and desire for inquiry. If the teacher is to capitalize on these great opportunities, he must possess great sensitivity, have carefully designed yet adaptable programs, and be a tactical master in their application. This will automatically eliminate the concept of the principal as a super-teacher or, in the traditional sense, the instructional leader able to solve any classroom emergency with a solution taken from a knapsack of appropriate tricks. The increased complexity of American education against the backdrop that we have previously described precludes the notion that the principal is able to teach virtually anything in the curriculum at the drop of a hat and to do it better than anyone else in the school. I think that there are many greater opportunities for principals to be coordinators of these specialists, responsible for their selection, assignment, and the maintenance of a climate conducive to their high performance.

Diversity is the key. There is a prevailing idea that schools simply do not have identical purposes and that their diversity of objectives demands all types of approaches depending on the cultural backgrounds and civic and community relationships and circumstances. Superintendents should no longer be able to send out a directive for an entire school district—a directive which dictates how many monetary and personnel units will be available for given youngsters at given grade levels at given schools. They must consider how situations differ, as well as which process will best identify the financial and staff support required. As principals come to have more highly trained people at their disposal, there is going to be a decentralization at the local building level in order that principals may adapt more easily to the demand for designing an educational program for specific purposes. Consequently, building administrators will be more carefully selected for their specific skills in managing personnel, talents, materials, finances, and the existing environment in which they will function. Principals will have access to analytic techniques that will make it possible to get a systematic feedback of the consequences of their strategies and hold them accountable for results. They will, then, have a budget which they should be free to apportion, spending more or less for certain materials or services, depending upon their decision about what is most appropriate.

Differentiation. Finally, there is or should be another trend—a trend toward differentiation in the roles of all school personnel. This need for greater differentiation is based on a number of developing factors:

- The increase in specialization among all components of a school district
- The increased number of services the central offices provide individual schools
- The more extensive influence the schools have on the pupil's socialization and total environment
- The accelerating reorganization of school districts.

This differentiation, in turn, suggests that the bureaucratic tendencies of complex organizational forms can intrude upon and intimidate teachers who are unreceptive to the authority of office and more receptive to that of competence and expertise. Therefore, as natural conflicts arise, one of the responsibilities of the administrator will be to insure that the total working environment for teachers is optimum. He will have to assume leadership with teachers in developing sensitive and intelligent machinery and policies to mediate disputes about salaries, class size, status relative to assignment, preparation time, and so forth. These must be developed in such a fashion as to fit the special needs, aspirations, and problems of the teaching force. Principals must realize that teachers should be allowed to participate in policy making. The complexity of contemporary educational problems demands that the delegation of authority be accomplished effectively and efficiently. The superintendent and his administrative staff, *de facto,* now share authority with the board in this matter of policy making and may also, *de facto,* share their authority with teachers and their organizational representatives. It is an entirely specious argument that school boards and administrators cannot enter into such arrangements, if not formal agreements, with teachers without illegally relinquishing their own authority. The necessary humanizing and personalizing of school systems is going to demand strong and meaningful teacher involvement, not just the "carrots" of paper programs that have been historically held out to them. These teachers are going to have to be involved in all of the determinations that bear on and affect the conditions and circumstances under which they teach and children learn.

A STRATEGIST

In summary, the basic task of the school principal has not undergone any great change, nor is it likely to. It remains his basic responsibility to define within a district framework the instructional program, bring together and allocate the resources—human and material—to achieve cooperatively described objectives, and to establish an organization appropriate to those ends. What has changed is the environment in which he operates. New demands on the schools from a society in process and with a strong social purpose dictate that he adopt a style of leadership appropriate to these demands. He must become literally a manager of change as well as an instructional strategist. As teaching is an art when performance is optimum, so the bringing together of a given number of people for the achievement of a stated purpose is leadership and administration in the most creative and productive sense. Leadership, finally and most simply stated, is the dangerous, exciting, and supremely rewarding task of building a climate of freedom in which potentially productive human beings can grow and develop in varied and diverse ways.

Negotiation Changes Principal-Teacher Relationships

GEORGE B. REDFERN

MANY argue that negotiation makes the principal a forgotten man. If the principal is regarded as a part of the school management team, as most teachers' unions regard him, he not only suffers a degree of alienation in his relationships with teachers but his exclusion from representation in the teachers' negotiation unit is a foregone conclusion.

CHANGING RELATIONSHIPS

Traditionally, the principalship has been an extension of the administrative arm of the school system. In operational terms, the principal has implemented administrative policies at the local school level; he has interpreted the objectives and purposes of the school system; and he has expedited and coordinated the ongoing program of the educational enterprise.

Until recently, teachers have been rather content to accept these functions of the principalship. They have understood these roles and

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George B. Redfern is Associate Secretary, American Association of School Administrators, NEA.

have accommodated themselves to them. They have expected the principal to receive and communicate administrative decisions and directives transmitted from the superintendent's office and from the central office administrative and supervisory staff. They have also expected him to communicate and interpret their concerns to the superintendent and his staff.

However, this so-called "organizational man" concept of the principalship has not applied universally. Some independent and highly individualistic principals have resisted being circumscribed by strong central direction. They have exhibited a considerable degree of administrative independence, emulating the headmaster role of their private preparatory school colleagues. As a matter of policy, many school systems have encouraged this strong principal concept of school organization.

Neither the "organization man" nor the "headmaster" role of the principalship necessarily allocates to teachers a significant degree of peer-level decision-making power in the development of school policies or in the application of operational procedures. Negotiation, however, is introducing new and significant elements in educational decision making. What is new is that teachers are insisting on the right 1) to negotiate many of the matters which affect the daily operation of local schools; 2) to negotiate directly with top school officials; and 3) to negotiate through their freely chosen representatives. Such activities inevitably affect the principalship and introduce uncertainties as to the prerogatives of the principal. In insisting upon bringing more and more topics to the negotiation table, to be settled on a system-wide basis, teachers are no longer content to leave to administrative discretion decisions regarding class size, teaching assignments, auxiliary duties, noonday activities, playground supervision, pupil discipline, staff meetings, and similar matters.

EROSION OF PREROGATIVES

The principalship traditionally has carried with it certain administrative authority. This administrative authority was deemed necessary for the principal to function effectively as the head of a school. The difficulty has been, however, that little consensus has prevailed as to just what his "authority" includes. School systems vary widely in the manner in which they define the duties, responsibilities, and limitations on the powers of the principal. Job descriptions may exist but they are difficult to keep current and fully operative.

Individual principals frequently form their own perceptions of their jobs, establish their own leadership style, and set personal performance priorities. Many school systems not only grant latitude for this independent action but actually encourage it. It is difficult, therefore, to specify with certainty the precise prerogatives that principals should have. Generally speaking, however, principals have been given the power to make the following decisions:

- Assign teachers who are placed in their building
- Prepare—within the usual constraints—the teaching schedule
- Make committee assignments
- Determine daily operational policies and procedures
- Administer control and discipline over pupils, especially those with whom teachers are having difficulty.
- Allocate supplies and materials
- Indicate extracurricular duties
- Foster ongoing programs to strengthen school-community relations
- Hold faculty and committee meetings.

There is no doubt that many principals have consulted teachers on these and many other matters in the operation of schools. Yet, in the final analysis, the principal has been charged with the responsibility for making the final decisions and is accountable for them.

Teachers have a deep interest in how decisions are made in these areas, because they will be directly affected by them. The conditions under which they are obliged to perform their teaching duties will be governed by these determinations. It is not surprising, then, that they are asking for a larger share in decision making and are seeking to use negotiation as the means for obtaining this involvement.

As teachers make gains at the negotiation table, principals find that they are obliged to alter their patterns of decision making and to accommodate themselves accordingly. This is forcing a reevaluation of administrative powers and managerial rights. Some hard thinking is called for in reexamining the principals' rights and responsibilities. The degree to which these rights and responsibilities should be shared with teachers and the point at which negotiation forces surrender rather than promotes sharing must be determined. Failure of superintendents and boards of education to think through these issues may very well accelerate erosion in the principal's right to administer and manage his school.

SURVIVAL OF THE PRINCIPALSHIP

It can be argued that the principalship, as customarily conceived, will be markedly altered and eventually supplanted by some other form of administrative control in local schools. This is one of the outcomes of negotiation being forecast by some who predict that the time will come when committees of teachers will wield larger and larger power in decision making in an increasing number of areas. This will alter the role of the principal, making him an implementor and coordinator of policies and procedures emanating from local committees rather than from the central staff.

The principal may be an active participant in committee decision making but he will be one among peers. Strong central control from a central office, transmitted through an administrative chain of command, will wane. Greater autonomy will rest in local school committees dominated by teachers. A system of schools may supplant a school system.

A possible result of enlarging the local school's independence of action will be to enhance the power of teachers and to restrict the perimeters of the principal's administrative prerogatives. This is the basis for speculating that unless a realistic and rational adjustment is made in the rapidly changing relationships between teachers and principal, the position of the principal is likely to be sharply modified. Survival may not be at stake but major modification surely is.

In earlier stages of negotiation, when changes in relationships between teachers and the principal are being sought, teachers may press at the outset for more sweeping changes than may seem feasible or wise. In responding to these alleged or actual inroads upon their powers, principals may feel confused, apprehensive, and even antagonistic. They may be tempted to wonder if their services are actually considered expendable. They may not be surprised that teachers are so persistent in demanding changes through negotiation; but they may be disconcerted by what seems a readiness of superintendents and boards of education to accede to these demands.

Perhaps it is not so much a question of whether the principalship is expendable as it is a question of whether the principalship is capable of adjusting to many changes. When persistent pressures build up to dimmish its power, it is time to inquire why; it is appropriate to search for some of the reasons.

In some instances, principals have wielded executive authority and administrative power arbitrarily and unwisely. Some of the demands for contraction of that power can be traced to the principal's own performance as a leader.

Many of the modifications that are occurring in teacher-administrator relationships perhaps may be attributed to normal developmental change. Time has made the exercise of unreasonable or excessive administrative power obsolete, and teachers have rejected a passive and acquiescent role, seeking, instead, fuller participation in their working relationship with administrators and supervisors. Decision-making involvement on an invitational basis is now being supplanted by a demand for formalized negotiation. Step by step, the movement has moved toward systematic, peer-level, teacher-administrator interaction.

The transition period in working relationships is not always tranquil. Both teachers and administrators may experience varying degrees of insecurity and tension. Most often negotiation merely intensifies these feelings. As more and more policy and operational decisions are negotiated at the system-wide level, the possibility increases that principals will feel left out or bypassed. They may even wonder if the superintendent and board of education have devalued the significance of their positions in the decision-making process. The more apprehensive ones may be tempted to assume that the principalship is destined to become substantially diminished in form and substance.

Teacher militancy, generated from within the school system or interjected from sources outside it, may be a very important factor in hastening marked changes in teacher-principal relationships. Usually militancy is a more significant force in larger, more complicated school systems than it is in smaller ones. Nevertheless, whatever the size of the system, its impact upon working relationships is potent.

PRINCIPAL'S ROLE IN NEGOTIATION

Principals are uncertain about their roles in negotiation. Are they bystanders or participators? If bystanders, they will have minimal involvement in direct negotiation—perhaps no involvement at all. They may have general awareness of the specific items under negotiation; they may even be consulted about the feasibility of granting or rejecting some of the demands. Yet, their involvement may be quite incidental and purely consultative. Moreover, a bystander role in negotiation frequently generates insecurity and may engender fear that the principalship is expendable. Principals may develop many doubts about the ultimate shape and form of their position.

Direct participation in negotiation, however, casts the principal in a different role. First, he is expected to review teacher requests or demands very carefully. He advises the superintendent on the implications of each item as it may affect the operation of his school. He points out the pros and cons of acceding to the demand.

Second, the principal—as a participator—may serve on the negotiation team, either as a member of the teacher team or as a member of the administration team. It would appear that the trend is toward the principal being on the administration team. Direct involvement has the advantage of enabling the principal to keep abreast of the progress toward agreement. Being fully informed, he is in a much more advantageous position to brief his fellow principals when the time comes to interpret the meaning and substance of the agreement. (Another possible role for the principal is that of consultant. His advice and opinion may be sought by the negotiators before or during negotiating sessions.)

Third, whatever his role in the negotiation process, the principal must be a direct participator in the implementation of the agreement that is developed. He and his colleagues must know about all facets of the negotiated agreement in order not to do anything deliberately or inadvertently to violate the terms of the agreement.

Not all principals may desire to be direct participators in negotiation or to be on the administrative team. Some fear such a position might be interpreted to mean separation from teachers and might jeopardize their daily working relationships. Be this as it may, not to be so identified may relegate the principal to the sidelines as a spectator. It is difficult—if not impossible—to have it both ways.

REPRESENTATION IN NEGOTIATION

Many principals are concerned not only about their roles in negotiation but also about how they are to be represented in the negotiating unit. Some are included in the teacher unit; others are excluded deliberately.

This issue should not be left in doubt. In states having laws on negotiation, statutes may stipulate who shall make up the negotiating unit. In the absence of state laws, the decision is usually made locally and varies from one school system to another. If an all-inclusive unit is feasible, there should be no reluctance to utilize it as a means for providing representation for principals. Where this procedure is not practical, an alternative must be found. It is essential that principals have their interests heard and their rights protected. This could mean that all administrative and supervisory personnel may be obliged to organize a separate negotiation unit of their own. Some believe that administrators and supervisors are not entitled to be engaged in negotiation for themselves due to the fact that they are a part of the "administrative team." This view is held by those who perceive a parallel between business and education insofar as negotiation is concerned. It seems illogical, however, to hold that administrators and

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supervisors should be denied the right to organize for negotiation purposes. Exclusion would appear to be a form of disenfranchisement and a concept that is in conflict with the principle of self-determination through collective action.

Representation in negotiation is an issue of sufficient significance to warrant the most careful determination of the manner by which principals, other administrators, and supervisors shall be represented. Each school system must make these decisions; it is impractical to propose a common procedure for all systems.

GRIEVANCE PROCEDURES

There is a tendency to believe that effective grievance procedures can be developed only through the negotiation process. This is not necessarily so. Many school systems had formulated written grievance procedures well in advance of the coming of negotiation. These were often cooperatively developed by committees of teachers, administrators, and supervisors in response to a need for having better procedures for resolving problems and complaints.

Grievance procedures usually do, however, formalize relationships among teachers, administrators, and supervisors. While an overwhelming number of problems are solved, rather informally, at the point of origin by the parties concerned, the ultimate process for resolving a grievance is usually formal, with many provisions to safeguard the interests of the parties concerned.

Some principals may feel that grievance procedures cast them very often in the role of a defendant if the dispute is between a principal and a teacher. At times, it may seem that the procedures do favor the "plaintiff" in the dispute. Yet, most grievance procedures merely assure that the issues are clearly stated and defined, that proper facts and evidence are gathered to clarify the situation, and that the parties concerned be permitted to state their case and to have it presented in as complete and fair a manner as possible. While there may be some similarity to court procedure, the intent is to get at the truth and to find the best solution possible.

Grievance procedures, therefore, may strengthen principal-teacher relationships rather than weaken them because the process establishes reasonable safeguards for the rights and interests of both parties. It can be quite useful to have a procedure which guarantees consistency in the resolution of problems, complaints, and grievances. It clarifies the roles of the persons who are involved and provides for an orderly progression of action through the administrative structure of the school system. It reduces the likelihood of arbitrary or capricious action on the part of the administrator or supervisor against whom the charge is made.

Another real advantage of a sound process for resolving grievances is that it can be a two-way street. It is not necessary for it always to be a means for teachers to press charges against a principal. If the principal has a complaint or grievance against a teacher, he should also have the right to use the grievance procedure in his own behalf.

PROSPECTS FOR THE FUTURE

No one can predict with certainty what the prospects are for the future in teacher-principal relationships. The pessimists foresee a widening of the gulf that separates teachers and principals, especially as negotiation intensifies the adversary role of each. Those who would cast the principal in a rigid managerial role believe that the educational leader concept of the principalship will be weakened and that more and more a teacher versus principal atmosphere will prevail.

Optimists reject the theory that negotiation necessarily destroys an effective working relationship between a principal and his staff. They believe that negotiation merely institutes a different process for decision making. The role of the principal is not unduly diminished nor is conflict the dominant climate governing working relationships. Perceptive principals can adjust to the new order without loss of effectiveness. It is largely a matter of reassessing administrative prerogatives, finding more meaningful ways to make cooperative decisions and to utilize teachers and other staff personnel as human resources capable of contributing far more than they may be doing at present to advance the total program of the school system.

It is clear, however, that a power shift is occurring in teacher-administrator relationships. As teachers reexamine their interests, they are beginning to realize that personal and professional desires and aspirations are more likely to be fulfilled by means of aggressive group action. Professional organizations have been quick to see this change as an opportunity to become the agent through which teachers may gain new power and influence. Increasing militancy, hardened negotiation, strikes, sanctions, mass resignations, professional days, and other forms of ultimate action have become the tools for wresting power from those who have directed and supervised the educational enterprise.

While the most immediate focus is upon gaining greater economic power in the form of higher salaries, more supplemental benefits, and improvements in working conditions, an ultimate goal of teachers is to have more general decision-making power. The dimensions, however, of this power shift are yet to be clearly defined.

Educational policy makers, administrators, and supervisors often are confused and dismayed by this apparent struggle for power because it seems to cast teachers in an aggressive role which makes them adversaries rather than colleagues. This unfamiliar role often seems inconsistent with professed tenets of faith in teaching as a profession rather than as an occupation. Nevertheless, the quest for power seems to supersede most other considerations which command the allegiance of teachers.

Wishing that the stirrings in the ranks of teachers might go away is unrealistic. Reality dictates that principals and other administrators would be wiser to accommodate themselves to changes in working relationships. The reallocation of power in educational decision making more properly means a more effective division of responsibility and authority among teachers, principals, other administrators, and supervisors. It is the application of the best expertise available to a given problem. Sometimes teachers will be in the best position to supply that expert knowledge and skill. On other occasions, it may be the principal or the supervisor who can provide the most information and expertness in making the necessary determination. The allocation of more power to teachers does not necessarily mean a surrender of a like amount to the other components in the decision-making process.

Principals may be tempted to believe that theirs is to be a diminishing role in decision making. In so believing, they may merely be exposing a weakness to face up to complex problems which demand an enlargement of talents.

Individual principals may feel reduced in stature and importance. If so, this may be primarily a phenomenon of a given situation. It is not a reduction in the status of the principalship as a position. What is called for is a new kind of principal—one who is able not only to survive but also to surmount turmoil and conflict, one who has the ability to tolerate frustration, embrace innovation, and to accept change without feeling diminished. The issue for the principalship is one of adjustment and reallocation of responsibilities—not of diminution of leadership importance.

The Dirty Dozen the Principal and His Teachers

HERBERT C. RUDMAN

THE building administrator is a fundamental element in the governance of education in the United States. What he does and the organizational climate he induces have considerable effect upon the work of the teachers in the building and they, in turn, upon the work of their students. For years, principals, pundits, and professors have been discussing the tasks of the administrator; they have assured themselves that either the role of the principal was changing or that it had never truly emerged. Yet, while the participants in the dialogue were busy with the topic, a dangerous head of steam was building up among the teaching staffs in countless buildings —a pressure that was to erupt with the first of the collective negotiation sessions and that was to spread to other bargainers, in other districts, in other states.

The rate at which collective negotiation in education has spread throughout the United States has been documented elsewhere.[1] Collective negotiation is not new to the United States; mandatory bargaining has been with us for many years. What is new and still unrealized in large portions of our nation is the application of an industrial model of personnel relationships to an educational milieu. It is this industrial model that is wreaking havoc among teachers and administrators.

The industrial model has broken up the old collegial relationships among certificated professional employees. It has placed teacher against

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Herbert C. Rudman is Professor of Administration and Higher Education, Michigan State University, East Lansing.

principal, principal against superintendent, and has made the superintendent a plant manager whose primary loyalty is to the board of directors of his educational "plant."

The labor approach to personnel relationships has resulted in still another phenomenon. Frustrated by years of one-man management within school buildings and school systems, teachers are demanding a greater share in decision making than even the most powerful American trade unions have been able to obtain. American education is now faced with the prospect of its "labor" demanding control of the organization. Whole areas of decision making that should have been part of the collegial relationship between professionals have now been subjected to codification and negotiation. The result is an inflexibility in the governance of education never known under even the most autocratic of administrators. Innovations in educational organization, methods, and programs are difficult to pursue under the best of conditions. When the strictures of a legal contract define their parameters, it is almost impossible to pursue any kind of educational innovations.

We know better today how we have come to this sorry state of affairs. The former intransigence of boards of education and administrators at all levels within a system are the snakes in education's Garden of Eden. We know that all of this has been compounded by the new intransigence of the master contract. But what in the master contract is shaping the new and less wholesome professional relationships between teachers and administrators? Bargaining, per se, is not bad. Contracts are useful. But there are certain clauses which appear in contracts that simply have no business being there. It is the purpose of this chapter to analyze selected contracts, to identify those areas which lend themselves best to negotiation and to identify those which do great harm to flexible, dynamic administration.

The limitations of this analysis, of course, rest within the number of contracts available for analysis. Ten contracts were selected on a broad geographical basis. They represent the largest cities in the nation and some of the smaller towns, but they cannot be said to be representative of all of the contracts negotiated between teachers and boards of education. They do serve, however, as a vehicle for insights into those clauses which are doing mischief to the professional relationships within school districts.

THE DIRTY DOZEN

An examination of master contracts negotiated between teachers groups and boards of education from New York City to San Diego yields

23 major areas that have been negotiated. Of these, 12 stand out clearly as poor areas for negotiation. These 12 are the key to professional relationships that have no parallel in the world of labor. When the "dirty dozen" become part of a binding, legal document, they tie the hands of teachers and administrators alike. They bind them, for the term of the contract, to adhering to procedures which restrict growth and freedom of movement in areas vital to the education of children.

What are the dirty dozen? Specifically, they are those provisions in contracts which deal with the following:

- textbook selection and use
- curriculum improvement
- achievement and intelligence testing
- school building and district organization
- class size
- the number of teachers' meetings to be scheduled during a semester or a year (and the hours and days during which they may be called)
- report card grading
- emergency weather conditions
- teacher participation on professional committees
- personnnel assignments and transfers
- discipline
- the building representative and his role in administration.

Textbook selection and use. One large Midwestern city has within its master agreement the following clauses dealing with the use of textbooks to promote integrated education:

> . . . the Union and the Administration will continue and will accelerate their efforts to provide quality integrated education in the following manner:
>
> 1. Use of integrated elementary textbooks as part of the basic reading program.
>
> 2. Use of textbooks and other curriculum material for each pupil in all American History classes in order to cover in depth the contribution of Negro and other minority groups in each unit taught. . . .
>
> 3. Use of supplemental reading materials dealing with Negro and other minority group contributions, e.g., Jews, Chinese, and American Indans.

Whether the contract stipulates how textbooks will be used to promote integrated education or how much money will be allocated to textbooks or whether it describes the process by which textbooks are to be selected, one thing seems clear: *The subject of textbooks does not belong in a contract.* Prescription brings restriction; this is axiomatic. When we are legally obligated to perform in one arena, we must, of necessity, place high priority upon that activity and we must, conversely, place lower priorities upon others. Furthermore, and most important, that priority must remain in force for the life of the contract.

Labor mediation specialists agree that once a clause is inserted into a contract it becomes difficult to remove it when contracts are renegotiated. So what at one time was a burning issue of highest priority can easily become a vestigial issue still retaining a high priority long after the need for it is diminished. In the case of the community just cited, one can validly argue that the need for integrated education will remain of highest local and national priority for many contract periods to come. But the counterargument can be offered that issues of such high priority need not be subjected to contract negotiations. These issues will not need a contract to keep them before educationists. If they are of *such* importance, they will permeate the thinking and action of everyone concerned with education. If a board of education represents a reactionary community, neither teachers' good intentions nor a contract will overcome that reaction. Far more powerful agencies will have to be employed. If the board of education does *not* represent reaction, then the stipulations in the contract just quoted are a redundancy inherently more dangerous than the good they allegedly produce.

The attempt to negotiate the selection and use of textbooks is particularly dangerous. The textbook is a course of study. As such, it represents a significant portion of the educational program of a community's curriculum. The educational program has no business being subjected to the politics of education. It should be the result of sober thought on the part of educationist and layman alike. It must result from the aspirations of parents for their children and from the insights of educationists into the learning process. It most assuredly must not be the product of proposals and counterproposals, over which hangs the threat of teacher strikes. The educational program needs sober and reflective thought; mediation sessions are not noted for these qualities.

Curriculum improvement. Closely related to textbook selection and use is the contractual clause dealing with curriculum improvement. Some contracts call for regular reviews of curriculum guides and textbook adoptions. The call for curriculum up-dating is a noble one, not easily faulted. Some contracts stipulate that curriculum reviews must take place every five years, while at the same time the contract limits the amount of time that a teacher may spend in faculty meetings! One model contract designed by a state educational association limits teachers to no more than five meetings per semester; attendance at more than five meetings means overtime pay. How can significant curriculum review take place under such conditions? The framers of the master contract fail to answer this question except, as in the case of one mountain-area city, by stating that teachers should be reimbursed for such participation at the rate of $6.50 per hour.

The administrator who wishes to engage in curriculum study with his faculty is restricted by the terms of the contract. For example, I once directed a project which established close professional relationships between a large city system and a major university. Requests from city administrators had to go unfilled on several occasions because the contractual terms under which teachers and administrators operated prevented scheduling professors to work in some buildings. The contract's stipulation of a given day in the week for curriculum meetings prevented rescheduling to fit the days when university personnel were available.

If one were to assume that central office administrators in some school systems were insensitive to the needs of teachers for curriculum improvement, one might understand why a clause would be inserted into a master agreement. An administrator would then be forced into the dynamics of curriculum change. But when that clause is accompanied elsewhere in the contract with a companion stipulation limiting the number of such meetings, one can only wonder how much is pedagogical "window dressing" and how much is indeed the result of poor administration.

What has actually occurred in those school systems employing curriculum covenants is that the creative building administrator has had greater strictures placed upon his leadership by the master contract than he ever had from hidebound superintendents. If one compares the role envisioned for school administrators in effecting educational change with the concerns they express after undergoing mandatory negotiations sessions, an interesting contrast appears.

A recent joint publication of the Michigan Association of Elementary School Principals and the Michigan Association of Secondary School Principals lists guidelines for Michigan principals to follow as they pursue their many administrative tasks. One such task is identified as implementing curriculum change. The Associations' concept of the administrator's role is both traditional and succinct:

> Providing effective leadership for innovation and change is a major concern of most school administrators. The major reason for planning changes in school practices or programs is that there are specific problems within a local school which need to be corrected or improved.[2]

There is nothing new or startling in this concept of a school administrator's job. But it does illustrate that administrators still view one of their roles as that of providing leadership in effecting change. Good administrators are now and have been in the past concerned with curriculum change. But contrast this commitment to the concerns of administrators who have been subjected to mandatory collective negotiation for several years:

> 1. How can the principal function as an instructional leader in a district that engages in negotiation?
> 2. If teacher militancy continues, will the principal be stripped of his responsibility for educational leadership in his building?
> 3. What happens to curriculum planning when the staff bypasses administration leadership and negotiates directly with the board of education in this area?
> 4. If authority and responsibility for instruction are granted to the teachers group through negotiation, then who is responsible for the district-wide implementation of curriculum and instruction? It would appear that the teachers want the authority but not the responsibility.
> 5. How can teachers grow into new responsibilities for curriculum planning, school organization, and the like without working at cross-purposes with present personnel who have always performed these roles?
> 6. Will negotiation dampen the principal's authority to establish textbook and curriculum committees? Will he be allowed to remind them that there has been no action from the committee?[3]

Somehow, the normative dimension of the principal's role in curriculum leadership does not fit the reality of today's educational organization. While the principals and professors continue to conceptualize the principal's role as curriculum leader, teachers negotiating directly with the board have eroded this position and have taken on the mantle of curriculum leadership through key clauses in their master contract.

Achievement and intelligence testing. Of those contracts analyzed, only two had clauses devoted to testing. One of these contracts goes into sufficient detail to illustrate how this type of contractual stipulation can bind a school system and its staff to a procedure for the life of a contract—a procedure which makes flexibility difficult. In one Midwestern city, the contract stipulates testing dates, and names the tests to be used. This makes it difficult to use other tests or to rearrange schedules as needed.

The contract specifically stipulates that:

> The ______________ tests shall be scheduled for 10B and 12B students during the first week of the spring semester of 1968, and for 9A and 11A students at the end of the same semester. Thereafter the __________ tests will be given to 9A and 11A students the last week of each semester and only those students who were not previously tested will be tested the first week of each semester.
>
> In the spring semester of 1968, the ______________ [test] shall be scheduled

for 8A students the first week of the semester, and for 8B students the last week of the semester. In the fall semester of 1968 and thereafter the __________ [test] shall be given to 8B students the last week of each semester.

A contract is a legal document. Any deviation from it without the expressed consent of both parties becomes a matter of circumventing the law. How often have good administrators been forced to change their testing dates and even the type of test to be given? Can one remain relatively loose and flexible when he is tied down to a binding contract? Not likely. Here again we see how the simplest of decisions becomes a potential focus for a dissident teacher's grievance—a grievance that, when filed, could tie down many school administrators and union representatives for many weeks. For if a building administrator with the *majority* of his staff decided to modify testing dates to any degree, *one* teacher could successfully stop the rest of his colleagues from taking any action. Where at one time a principal might have consulted his staff about a proposed change and moved on a majority decision, one must now get the infinitely more difficult consensus before a deviation can occur.

School building and district organization. While we have no way of knowing whether contracts simply reflect existing organizational arrangements or actually create new ones, we do know from an analysis of these contracts that organizational arrangements are defined in these documents. They range from a description of building and system-wide professional councils in one mountain-area city to specific formulas for organizing the school day within buildings in another. Illustrative clauses taken from several different contracts stipulate that:

1. [On the system-wide level] The Professional Council shall be composed of the Executive Director and five members of the Executive Committee of the Association, the Superintendent and five persons designated by him.
2. The Professional Council shall meet at least once a month during the school year to discuss and study subjects mutually agreed upon relating to the school system.
3. [On the building level] A committee of teachers shall be created in each school building from the faculty of that building. [The specific number of teachers on the council is then enumerated, based upon the size of the staff.]
4. The principal of each school shall meet at least once a month during the school year with the School Building Committee to discuss school operations and questions relating to the implementation of this Agreement.
5. . . . Proposed changes in existing rules and procedures and new rules and procedures for each school shall be subjects of discussion at such meetings. Such rules shall not be inconsistent with the terms of this Agreement.
6. During the 1968-69 school year, no more than 35% of homeroom teachers in high schools shall be given administrative assignments. In schools where the

> percentage is lower than 35, the status quo will be maintained. Such assignments shall be made on a rotating basis by school term or annually depending upon the school organization. [Union] Chapter Chairmen shall be exempt from such assignments.
>
> 7. Senior high school administrators shall review their duty schedules each semester with a view to holding duties to the essential minimum. "Light" and "heavy" duties shall be rotated.
>
> Except under unusual circumstances, senior high school programs shall conform to the following table. [A table is reproduced in the contract which shows how the school is to be organized into five periods and what activities will take place within each of the five periods.]

Administrative theorists have long distinguished between the manager and the leader. In a recent yearbook of the National Society for the Study of Education, James Lipham discusses this dichotomy as it pertains to attaining educational objectives.[4] He noted that the manager was one who attained educational objectives through established channels while the leader was one who created new avenues for attaining aims. Certainly this last approach is what has drawn dynamic people into administration. Contract stipulations, such as those previously cited, stifle creativity and force all administrators to become managers—managers whose major role in the system is to carry out the terms of the contract through channels *established* by the contract. This is hardly a situation to attract capable men and women into administration, and certainly not a situation which would induce them to remain.

Class size. More than any other of the "dirty dozen," class size appears most often in contracts across this nation. In almost every case, contracts stipulate how many children can be assigned to a given teacher at a particular educational level. Contracts range from the reasonable to the ridiculous. Some stipulations read in such general terms as:

> The School District and the Association recognize the grave difficulty in attempting to guarantee class size figures since class size is related to available classroom space. The School District will make every effort to keep the pupil loads of teachers who work on the same level and in the same type of assignment reasonable and equal.

Others read more specifically and less reasonably:

> 1. The size of kindergarten classes shall be determined on the basis of a maximum of 25 pupils for each teacher. . . .
> 2. No subject class in elementary school shall exceed 33 pupils in the 1967-68 school year and 32 pupils in the 1968-69 school year. . . .
> 3. No subject class in a non-special service junior high school shall exceed 33 pupils. . . .
> 4. No subject class in senior high school shall exceed 36 pupils in the 1967-68 school year and 34 pupils in the 1968-69 school year. . . .

> 5. The reduction of class size to 34 in the school year 1968-69 in the high schools shall not be accomplished by an increase in the size of classes for the non college-bound students which prevailed in the 1967-68 school year.
>
> 6. The size of ninth-grade classes in any high school where more than half of the pupils in the ninth grade have been admitted from reorganized junior high schools shall not exceed the maximum provided above for junior high schools.

Other contracts cover this topic in much the same way. Some stipulate the grievance procedure to be followed in the event that the administrator has violated the terms of the contract. The following stipulation appears in one large-city contract:

> 1. In an effort to effectively implement innovative approaches to the complex class size problems in the ____________ Public Schools, a Class Size Review Board shall be established for the purpose of hearing complaints by any teacher whose class size exceeds 39 in the 1967-68 school year, and 38 in the 1968-69 school year. This Board shall be composed of at least three teachers selected by the ____________ Federation of Teachers and at least three administrators appointed by the Superintendent.
>
> 2. The Class Sizes Review Board shall have the power to investigate any complaints received; to select particular schools and particular classes in selected schools for review; to effectively recommend the priority and method of correcting any inequities found and the power to recommend the use of specific State and/or Federal funds. Any recommendation of the Class Size Review Board, which is not acted upon within thirty days from date of said recommendation, shall be the subject of a special meeting of the conference committees of the Board of Education and the Federation.

In the light of innovations in classroom and building organization, this particular stricture makes very little sense. If we place rigid limitations upon class size, how do the principal and his staff experiment with team teaching? How do we make the opportunity to use large-class grouping for closed-circuit television practical and economical? How do we experiment with school building designs that stress flexibility of class size? How do we get away from the monastic-cell concept of the classroom? And, most devastating of all, what substantial body of research do we have to support the thesis that the best learning, as measured by the results of standardized achievement tests or teachers' grades, results from the factor of class size? When do we notice a difference in children's academic performance? Is it when the classes are limited to 50? to 40? to 30? to 20?

Contracts that are developed without sensitivity to such factors as these—factors that seriously affect the teaching-learning situation—are naive in their conception, inhibiting in their effects on experimentation and innovation, and potentially damaging to the education of children and to the improvement of the total educational process.

Number and time of teachers' meetings to be scheduled. The following clause appears in one contract recently ratified by a board of education:

> Teachers should plan to reserve Wednesday afternoon for building meetings called by the Superintendent, principals, or department heads as the need for these meetings arises. For two of these meetings each semester, school shall be dismissed one hour early and teachers shall remain an additional half hour as necessary.

In another contract we find:

> Total building faculty meetings after the teachers' working day shall not be scheduled more often than seven (7) times per year except in an emergency situation. These meetings shall not be called without at least forty-eight (48) hours notice.
>
> All teachers may be required to be present at two PTA meetings per year. The two meetings for the total staff of each building asked to be present will be identified by the building principal

One can truly wonder whether teachers or principals have ever known an autocratic, rigid, inflexible school administrator who hemmed in the staff as much as the contracts reviewed here. If a building principal or teachers loosely interpret the administrative policies of a severe superintendent, some uncomfortable moments could follow. But if an administrator violates a binding contract, he may find himself explaining his reasons to a labor mediator or a judge.

Reporting to parents. If neither administrator nor teacher is wise, contracts can become dispensers for all kinds of garbage. In one district, a clause appears in the contract which states somewhat plaintively:

> The mark of a teacher is the record of a teacher's evaluative judgment of the work of a pupil. The teacher shall be considered the expert in evaluating the work of his pupils and the integrity of the teacher in marking the pupil will be respected. The mark given by a teacher shall not be changed by another person. No minimum or maximum shall be set on the number who pass or fail.

What should, by all rights, be part of an administrative policy handbook winds up in a binding legal document. Once again, the administrator's freedom of movement is narrowed. Certainly I do not advocate the right of anyone to capriciously change a colleague's grade. But what administrator has not at sometime in his career found it necessary to protect a child and even a teacher from a conflict that transcends academic performance? To make it illegal for a principal to intervene between teacher and student seems irresponsible and thoughtless. More than that, it represents still another example of the erosion of an administrator's power to act as an educational leader. What if the principal finds himself with a neurotic teacher who has a warped sense of excellence? Can he stand idly by and watch this teacher fail one-half or two-thirds of an entire class? Can he not interpose his authority and tactfully modify such a decision? Under the agreement just cited, he cannot. He has no more power than his custodian.

Emergency weather conditions. Occasionally, an analysis of master contracts negotiated for succeeding years can illustrate how ridiculous we can get in deciding what is grist for the negotiation mill. In one school district, the clause dealing with the school calendar (a legitimate topic for negotiation) contained two topics dealing with the length of the school year and the observance of religious holidays. After the contract was negotiated and signed, the community—and indeed most of the state—was hit by a severe snow storm. Traffic was paralyzed and schools were closed. In the *next* contract a third topic was added, dealing with emergency weather conditions. It stated that:

> The Board shall notify metropolitan radio and TV stations by 6:30 A.M., whenever a decision has been made to close schools because of weather conditions. This clause is not intended to preclude a decision to close schools after 6:30 A.M. if further evaluation of developing weather conditions warrants such a decision.

Reasonable. But for what *possible* reason should this clause be inserted into a contract? Does not this type of decision lie within the judgment of an administrator? Are we now saying that this elementary decision is too important to be left in the hands of an administrator? Although this particular clause, small and petty as it is, is not to be found in many other contracts, it does illustrate graphically how hyper-militant teachers cast about for topics to be included in as important a document as a master agreement.

In another community within the same state, an inclement weather clause states:

> . . . A teacher who cannot be present in his building shall be granted an emergency day and need not report to his respective building. The teacher will make the decision as to whether or not conditions make it impossible for him to make the trip to his building. The decision of the teacher is final, and in the event the teacher is unable to report to work an emergency day will be taken and the deduction shall be made from the accumulated leave bank.

Again, this appears to be a relatively reasonable statement. The teacher does lose a leave day if he chooses to do so, but does this belong in a master agreement, or in the policy handbook of the school system? One is ethically bound to the handbook; he is legally tied to the contract. One is "bendable"; the other is not.

Committee participation. Not all of the "dirty dozen" are restrictive; some are even permissive, as in the case of clauses dealing with committee participation. One contract states that:

> No teacher shall be assigned a non-paid extra-curricular activity without his permission except teachers recognize that there may be various responsibilities within the framework of the school that necessitate their normal involvement beyond the normal day. When no volunteers are available for these assignments, they shall be made on a rotating equitable basis.

Another contract holds that:

> Any teacher may be asked to participate in the effective management of the school through membership in committees on school citizenship, finance, etc., or as sponsors of school clubs, organizations, or other activities. The dividing of these responsibilities among the faculty benefits all members of the school by equalizing the work load and providing, whenever possible, an opportunity for teachers to make their maximum contributions in areas of interest.

One might reasonably ask, "Why include this topic, then, as one of the "dirty dozen"? At the risk of being repetitive, the point should again be made that this type of educational "given" belongs in a policy handbook and not in a contract. The implication is that one cannot trust an administrator to use good judgment and must include every aspect of a teacher's professional life within the pages of a master agreement. It is this approach to personnel relationships that builds the wall between teacher and administrator and that tends to destroy the collegial relationship that *good* administrators and *good* teachers once enjoyed.

Personnel assignments and transfers. Although almost all of the contracts analyzed considered the assignment and transfer of teachers, they differed widely in their restrictiveness. Some were quite reasonable from an administrative viewpoint; others were nightmares to implement. The contrasts observed were geographical as well as substantive. The most restrictive contract was to be found in an Eastern Seaboard community; the most liberal on the West Coast.

The restrictive covenant stated, among many clauses:

> Each year, the number of teachers on the transfer list who will be permitted to transfer shall be equal to five percent of the teaching faculty of the school on regular appointment; provided, however, that in the junior high schools and high schools no more than 25% of the regularly appointed teachers in the school holding a particular license will be permitted to transfer. When the teaching faculty of the school on regular appointment numbers less than 20, one transfer

> shall be permitted, and when it numbers 21 to 39, two transfers shall be permitted. Where 25% of the regularly appointed teachers in a particular license would be less than one, then one teacher will be permitted to transfer.

Nowhere in this document do we find a statement relating to the administrative need for transfer of personnel who simply are not temperamentally or intellectually suited for a particular assignment. Although the contract reads as if the teacher were being restricted in his ability to move, in reality the building administrator is equally at the mercy of the contract. The formula prevents an administrator from moving a teacher to another building regardless of cause.

Although some contracts have been written which are less restrictive, they, too, truly deserve membership among the "dirty dozen." For regardless of how reasonable they appear to be, they show a lack of trust in the administrator by their appearance in a contract rather than in an administrative policy handbook.

One such "liberal" policy states the following:

> A change in teaching position from one school to another may be requested by the teacher affected, by the site administrator at the teacher's school, or may be initiated by the Superintendent and his staff. The approval of the Superintendent or his designee is required.
>
> The principal criterion for consideration of a request for transfer is whether or not the request will result in the best educational program for the school district. A request for transfer will not be granted if the teacher does not qualify for the existing vacancy.
>
> The best educational program results from the selection of a school faculty which is well balanced in terms of the teacher's experience, general background, and competence. Careful consideration will be given to each of the above when filling vacancies.

This second type of contract, a refreshing contrast from the first, gives the administrator more control over personnel assignments and transfers than does the more mechanical mathematical formula.

Discipline. What was once within the jurisdiction of the classroom teacher and settled by occasional conferences between building administrator and teacher has now become the detailed province of labor mediation specialists and courts of law. The building administrator is now instructed by the master agreement as to how he will dispose of problems his teachers cannot or will not handle. In one contract we find the following instructions:

> *(Following a conference with the principal)*
>
> 1. The child will be returned to the class with the understanding that he will correct his behavior.

2. Depending upon the seriousness of the infraction the child may be returned to class while his case is being referred. . . .

3. In case all the teachers who work with a child in a regular class recommend suspension and the principal disagrees, the teachers shall address a request to the regional superintendent who shall meet with the principal and the teachers to determine if the child shall be suspended.

4. The child will be suspended by the principal.

(There follows in the contract specific infractions for which a child may be suspended.)

5. Where a principal is unwilling or unable to support teachers in maintaining school discipline, the principal's superior shall counsel with him and in the event his performance is not improved further appropriate action shall be taken.

It is interesting that point number 5 now shifts disciplinary action from the student to the principal! How rigid, how prescriptive can we get? This is the type of clause that boards of education and administrators are allowing to creep into contracts—clauses which are destroying administrators' interest in their jobs and restricting the variety of approaches they can take to meet problems which confront them. When the principal is programed like a computer, the need to remain a principal ends.

The building representative and administration. An interesting phenomenon occurring in schools where strong master agreements are to be found is the reinstitution of the "teaching principal." The person is not called a "teaching principal"; he is known as the building representative or the union agent. He is a teacher; he carries no official school board designation. In many communities, however, teachers have to get his authorization to discuss professional association matters with the building principal. If the teacher so requests, the building principal cannot discuss the teacher's competence or lack of it privately with the teacher unless a building representative is present.

The building representative figures prominently in grievance procedures, but he is also consulted regularly by the building administrator on other matters as well.

So long as there is formal recognition of a teachers' group by the board of education, there should be a representative of that group designated in the building. But in some contracts the building representative takes on an inordinate amount of personnel power as well as personal power. This power often comes into conflict with what is left of the principal's prerogatives. In some cases, the principal is obligated to meet regularly with the building representative and the representative's council to discuss school matters. This creates, in a sense, a faculty meeting within a faculty meeting, and a faculty within a faculty.

Boards of education cannot continue to allow themselves and their administrators to be placed in such an untenable organizational bind. Principals working under such conditions report abuses of power prerogatives among the building representatives which, if permitted, literally strip them of all power. Interpretation of contractual terms is as important a part of the game we play as are the actual terms of the contract. It is quite possible for building representatives and the association or union from which they come to begin to make these interpretations recklessly and to assign to themselves more power than even a carelessly drawn contract will give them.

THE CLEAN ELEVEN

Up to this point, we have examined those clauses in contracts which should be nonnegotiable items. But what of those items that clearly fall within the scope of collective negotiation? Section II of the Michigan Public Employment Relations Act of 1965 provides for collective bargaining on such topics as ". . . rates of pay, wages, hours of employment, or other conditions of employment." Of the 23 major clauses mentioned earlier in this chapter, 11 seem to fall within the interpretation of the Michigan Act. Since the Michigan Act (P.L. 379) is a good example of an industrial model applied to an educational milieu, it can serve to illustrate the proper parameters for collective negotiation in education.

The 11 negotiable items found in contracts I have analyzed include:

- bargaining group recognition
- salary schedules
- school calendar
- relief from nonteaching chores
- release from assigned duties for building representatives
- lunch periods
- promotion policies affecting teachers
- after-hours teacher assignments
- leave policies
- insurance benefits
- grievance procedures.

There is much to commend the process of collective bargaining. In the long run, what benefits the teacher benefits the administrator. To condemn the bargaining procedure out of hand as being detrimental to good administrative practice is nonsense. But to *selectively* criticize the process for eroding the administrator's power prerogatives is not. Not all of the 23 clauses identified in this chapter affect good teacher-administrative relationships. Twelve clearly do. If we are to stem the conflict which has developed between teachers and administrators, these 12 must gain the attention of educationists and school board members alike.

The employment relationship is in itself a source of conflict. In a particularly insightful discussion of the sources of conflict between teachers and administrators, Kruger says:

> Someone supervises or manages, and someone else is supervised or managed. Someone evaluates, and someone else is evaluated; someone gives instructions, and someone else carries them out in a particular manner. Chaos would reign if every teacher decided for himself when classes would meet, what constitutes a reasonable work load, when he could attend professional meetings. . . . The teacher is not a free agent; he discharges his responsibilities within a framework of *institutional* laws. These laws are made by the policy makers and administrator. Yet the teacher wants a voice in the shaping of these laws.
>
> A second reason for potential conflict at the bargaining table grows out of the nature of our society. Generally speaking, we want more. It has become an accepted social goal to want more money, more leisure, and improved working conditions. . . . Decisions have to be made about the allocation of available funds, and in the process there is always the possibility that someone or some groups will not be satisfied with their share.
>
> A third reason for conflict also grows out of the kind of society in which we live. It is a dynamic society, where change is ceaseless. . . . Adjustments have to be made to these changes, and the process of adjusting can and does produce friction and dissatisfaction.
>
> . . . another source of potential conflict [is collective bargaining]. The teacher organization that has exclusive bargaining rights wants to use these rights to serve its own cause. . . . In order to maintain its institutional identity, the teacher organization must at times disagree with the school board. . . . Both the teacher organization and the school board want to establish some kind of institutional independence that they, in turn, must assert by acts of criticism, disagreement, and conflict.[5]

The last point is underscored by an exchange of publications between the Michigan Education Association (MEA) and the Michigan Association of School Boards (MASB) early in 1968. As has been customary, since the enactment of Michigan's P.L. 379 (The Public Employment Relations Act of 1965), the MEA has "unofficially" sent to all bargaining units with which it is affiliated a "model contract" which stipulates the kinds of demands that might be negotiated by these local units. On January 12, 1968, the Michigan Association of School Boards reproduced a copy of the "model" MEA Master Agreement for 1968-69 and sent copies of it to all member boards and their superintendents. The

Agreement was reproduced in such a manner as to allow marginal comments to be placed near selected clauses. These marginal comments were to serve as guides to board members for challenging teacher demands with substitute clauses by boards of education. The MASB thus hoped that this bit of negotiation "intelligence" would forewarn their members and prepare them in advance. The Michigan Education Association, in turn, obtained a copy of the MASB's document, reproduced it in full, and sent it to its local bargaining units with the following instructions:

> The material below is reproduced from the February issue of the *Michigan School Board Journal,* Vol. XIV, No. 12. Comments of the School Board's Association are contained on the right side and provide interesting insights into MASB's thinking of how to improve education through the negotiation process. Much of the reasoning appears a continuation of the status-quo stance taken by that organization in past years.
>
> It is suggested local associations examine the reasoning put forth by MASB carefully and prepare to counter it in anticipation they will meet these arguments during negotiations. All suggested clauses by MASB are undesirable and should be rejected as unacceptable.[6]

The question of what is or is not negotiable is far from settled. This chapter has taken the point of view that there are, indeed, items which must be declared as nonnegotiable because of their abrasive effect upon teacher-administrator relationships. But not everyone will agree with this analysis. Under Michigan law, the interpretations by the Michigan State Labor Mediation Board of the Michigan Public Employment Relations Act greatly influence decisions bearing upon the question of negotiable items. In one recent case, the trial examiner rules that teachers have a right to negotiate the following items:

> . . . curriculum and class schedule, size of classes, selection of textbooks, materials, supplies, planning of facilities and special education; establishment of in-service training of teachers; procedures for the rating of effectiveness of teachers. . . .[7]

Although this particular ruling does not have the status of law, it is in a position to influence the interpretation of law, for its does establish some precedent. However, there is still much room for argument in the absence of a court ruling on the negotiability of items.

Teachers, too, would probably disagree with this chapter's viewpoint. What evidence that is available on how teachers view collective negotiation contradicts that which is discussed in the first part of this chapter. In a joint study conducted by the Michigan Education Association, we find that those items identified in this chapter as harmful to teacher-administrator relationships are overwhelmingly supported by teachers. Less than 4 percent of the 1,066 teachers sampled felt that topics identified here as the "dirty dozen" were nonnegotiable.[8] Yet, even this conclusion is so generalized as to be of little use. The study cited was an omnibus that looked at so many variables that even those who conducted the study appeared to have some difficulty in determining what it all meant. While less than 4 percent viewed the "dirty dozen" as nonnegotiable, there were differences of opinion among the teachers concerning any one of the 12 items.

Teachers seemed to feel that their relationships with their principals had not changed much since the advent of mandatory negotiation, but they were sure that conditions had worsened in general between teachers and principals. Approximately 28 percent of the elementary school teachers felt that relationships had worsened, while 42 percent felt that conditions remained unchanged.

Although there is no comparable data for administrator attitudes, my experience as the state representative for Michigan elementary school principals during the first three years of mandatory negotiation in Michigan leads to the conclusion that teachers must be extremely insensitive to the attitudes that their principals hold toward them and toward the process of negotiation. Elementary school administrators feel alienated from their teachers; they feel a loss of colleagueship. Principals are convinced that their teachers do not want to engage in joint efforts with them in furthering education. They have seen themselves pushed out of local units which were their professional homes in the past. They see the parent education association turning its back upon them, and they have for the first time come to the realization that they can no longer identify themselves with teachers. The preponderant view among elementary school administrators today is that they are part of a management team. This is a far cry from the principals' viewpoint of just five years ago. As principals across this nation become involved in collective bargaining or feel the results of collective bargaining, they increasingly become alienated from their teachers and seek a new identification with other administrators in the school system.

When we couple administrator-teacher alienation with the unmistakable emphasis in collective negotiation to include more than welfare items in master agreements, we come to an apocalyptic conclusion: *The newfound militancy among teachers is pushing them to seek control of the organization.* This is a task so far not successfully accomplished by the most powerful of American trade unions. The teachers groups in the United States today want much more than improvement of their welfare;

they want control of the decision-making process in education. Unless boards of education and their administrative staffs recognize this, that is precisely what the teachers are going to get.

Many teachers, too many teachers, have had legitimate reasons for wanting this power. But one past mistake ought not beget more mistakes in the future. What is needed today is a sincere commitment on the parts of teachers, administrators, and boards of education to share decision making on those aspects of education to which teachers can make a significant and meaningful contribution. Unless this is forthcoming, teachers will demand—and will in all likelihood get—control of the school systems of America. The challenges of creative administration will go down the drain, leaving a residue of management tasks easily accomplished by a school secretary. The careers of principals as educational leaders will end. And the teachers will lose as well. Elementary school administrators have learned over the years that one cannot teach full time and lead. With no leadership there will be few significant innovations in education. With little or no educational change will come a stagnation and a decay of what has historically been a vital educational system for all of the world to emulate.

As surely as fall follows summer, unless administrators commit themselves to a more meaningful involvement of teachers and develop a sensitivity to the importance of retaining their own functions of educational leaders, the elementary school principalship may soon disappear. In its place will be found the union steward and some obscure bookkeeper working side by side with the school secretary.

This dire prediction may be strong meat to those who have yet to experience the erosion of their responsibilities through strongly worded contracts between school boards and teachers groups. But let them make no mistake, it can and it will happen to them. The most logical solution to this problem seems to lie in assuring that master agreements deal with the 11 items concerned with teacher welfare and working conditions, and that all other items be codified (cooperatively with teachers) in an administrative policy handbook. Once these items have been reserved for the handbook, then every administrator from the superintendent to the building administrator must involve teachers in a collegial relationship that is meaningful and rewarding. Anything short of this invites disaster and the end of educational leadership among building principals.

FOOTNOTES

1. Asnard, Robert R. "Directions in Negotiation." *National Elementary Principal* 48: 21-23; September 1968.
2. *Guide Lines for Michigan Principals*. East Lansing, Michigan: Michigan Asso-

ciation of Elementary School Principals and Michigan Association of Secondary School Principals, 1968. p. 3.

3. These questions were taken from a survey made among 1,800 members of the Michigan Association of Elementary School Principals during the academic year 1967-68. This survey was made by this author during his tenure as state representative to the Department of Elementary School Principals, NEA.

4. Lipham, James M. "Leadership and Administration." *Behavioral Science and Educational Administration*. Sixty-Third Yearbook, Part II, National Society for the Study of Education. Chicago: University of Chicago Press, 1964.

5. Kruger, Daniel H. "The Teacher's Role in Collective Bargaining." *Urban Schooling*. (Edited by Herbert C. Rudman and Richard L. Featherstone.) New York: Harcourt, Brace & World, 1968. pp. 102-104.

6. From a memorandum sent to all local associations and to the MEA membership by the Michigan Education Association, March 1968.

7. State of Michigan Labor Mediation Board, "North Dearborn Heights School District and Local 1439, North Dearborn Heights Federation of Teachers, Michigan Federation of Teachers," Case No. C66-E-46 (June 28, 1966). p. 12.

8. *A Survey of Teacher Attitudes Concerning Negotiations in Michigan Education Association Negotiation Units*. Research Report MR-1, 1968-69. East Lansing, Michigan: Michigan Education Association, 1968.

The Teacher and the Principal in Curriculum Development

Negotiation and Instructional Leadership

JOHN W. BENNION

IF ever it was easy to tell who made or should make what decisions in American education, that day is gone. Many forces are at work in shaping educational policy and practice. The federal government has become a pervasive influence; big business is looming large in educational affairs; and teachers are insisting that they play a major role in educational decision making. The leadership role of the principal is, and will continue to be, significantly influenced by these and other forces. In discussions concerning the implications of current movements in education for the principalship, the topic that currently dominates such conversation is the militant thrust of teachers.

Teachers are becoming increasingly more involved in shaping educational policy and practice—and for reasons we can understand. Many of them are better trained than ever before; the percentage of men in the profession is increasing; and many of these men and some women desire to carve out a career in teaching that is remunerative at a

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John W. Bennion is Assistant Professor of Education, Indiana University, Bloomington.

professional level and that affords them the opportunity for genuine, meaningful participation in developing and implementing educational policy. The day of the timid, obsequious teacher, content to let the administrators and board of education run the show, is disappearing. Administrators are now faced with young, aggressive, articulate leaders who represent teachers through professional or labor organizations. They are insisting that teachers become full partners with board members and administrators in developing educational programs.

In view of teachers' insistence on a larger role, how can we facilitate the kind of partnership among teachers and administrators that will enable each partner to make his best contribution and avoid divisive conflicts which sap the energies of all participants and paralyze school systems? Teachers are going to be involved in one way or another. The critical questions are: In what ways are they going to be involved? What will the roles and relationships be? How will the decision-making process in education be affected as a result of greater teacher involvement? How will the role of the principal be affected by the increasing influence of teachers?

The way in which teacher involvement is currently most keenly felt by administrators is through collective negotiation. The bargaining process in education has become a key issue for discussion whenever administrators have gathered during the last three or four years. Teachers are making it clear that they intend to have a greater role to play in determining the conditions under which they will render professional service. Up to this point, collective negotiation in most districts has dealt primarily with matters of teacher welfare, particularly salary schedules. The content of the educational program, instructional resources, instructional organization, and techniques of teaching generally have not been items for negotiation. Nevertheless, teachers are becoming increasingly interested in assuming the major responsibility for the content and organization of the instructional program. With their more sophisticated training, they feel competent to diagnose student needs and to develop an educational program to meet those needs.

This interest reflects a growing sense of professional responsibility on the part of the teachers. If needed and professionally defensible changes are to be made in school programs, widespread teacher involvement in educational planning is essential. As knowledge in the subject matter areas expands at an unprecedented rate, as educational research reveals new insights about the teaching-learning process, as educational technology comes into its own, boards of education and administrators are going to have to depend on professionally trained teachers for advice in determining policy. Moreover, teachers are assuming increasingly the responsibility for implementing policy by developing courses of study, choosing instructional resources, and devising ways of facilitating the learning process. As teaching becomes more complex, teachers in the public schools will probably become more like university professors with considerable autonomy over the instructional program.

There is little question about the expanding role of the teacher in the decision-making process. There is, however, an important question about whether teacher influence will be reflected primarily or exclusively through the process of collective negotiation. Is the negotiation format necessarily appropriate for *all* matters of teacher concern? Is it the most appropriate format for determining the content and organization of the educational program?

We can expect collective negotiation to be a way of life in matters pertaining to teacher welfare. Moreover, collective negotiation will, to some extent, determine the allocation of available resources which will certainly have implications for matters other than teacher welfare. However, beyond some basic decisions as, for instance, how much of the budget will be allocated for professional salaries and fringe benefits, collective negotiation may not be the appropriate vehicle for arriving at decisions about the instructional program. Decisions about course requirements, curriculum offerings and content, selection of appropriate learning materials, and effective utilization of the teaching staff require carefully considered professional judgment. They are not questions that should be negotiated under conditions of stress, power confrontations, proposals and counterproposals, and the like.

Nevertheless, teachers insist that they should be intimately involved in making the decisions about many of these matters. *And they should be.* However, unless administrators provide appropriate ways in which teachers can become involved in the decision-making process other than through collective negotiation, we can expect that teachers will press to have matters for which they feel responsible put on the agenda in bargaining sessions.

In the area of instruction, decisions about the over-all goals and objectives of education should be made by the board of education in consultation with administrators, teachers, and the public. Decisions about designing and implementing an instructional program to achieve the goals should be made by professionals, both generalists and specialists. Generalists, such as principals, are needed to assure balance and a broad perspective. Specialists are needed to develop and teach specific courses of study. Both are responsible for evaluating whether the goals are being achieved. A key question is whether the principal and the teacher can work together on a collegial, cooperative basis in making decisions about designing and implementing the instructional program.

Perhaps in some of the larger cities it is too late to rescue the instructional program from the collective bargaining process. In most districts, however, there is probably still an opportunity to develop or strengthen the means by which curriculum decisions are made; to see that they are made through the process of scholarly reflection and study rather than through a power confrontation. Yet, to be successful, any decision-making arrangement must place teachers in a position to play the leading role both in designing and implementing the curriculum. They will not be satisfied with anything less, and this is as it should be.

Where does this strengthened role of the teacher leave the principal who was taught in his graduate courses in educational administration that he should be an instructional leader? In recent years, the notion of the principal as instructional leader has come under critical review. The argument has been made that as the curriculum becomes more sophisticated and specialized due to the knowledge explosion, and as schools require more coordination and management because of increase in size and complexity, the principal must assume the role of manager and liaison contact with the central office and community. He has neither the time nor the competence to be both a good manager and an instructional leader.

According to this view, the principal might best be compared to a hospital administrator. The hospital administrator's job is to provide space, facilities, and the coordination necessary for the doctors to carry on their professional work of healing the sick. Professional leadership is exercised by senior members of the professional hospital staff who supervise interns and young M.D.'s in residence. The problem with this analogy is that hospital administrators are not M.D.'s who have had experience practicing medicine. But suppose they were. How long would they be effective in giving professional leadership to recent graduates of medical schools after they had ceased to be directly involved in the practice of medicine and after they had devoted most of their time to managing the facilities and finances of the hospital?

Herein lies the dilemma of the principal. He was originally trained as a teacher and has taught sometimes for years. A good part of his professional orientation is that of a teacher and sometimes of a scholar in an academic discipline. Yet, as a full-time administrator, he cannot keep up with the rapid changes in his field, not to speak of other fields. Moreover, he inevitably loses some of the feel of the teaching-learning process in the classroom which the teacher lives with daily. He soon discovers that many newly trained teachers, fresh out of outstanding university programs, are much more sophisticated than he is in curriculum and teaching techniques. And he certainly cannot keep up professionally with his best veteran teachers. He lives in a different world—a world of meetings, reports, budgeting, building maintenance, and parents; a world perhaps more akin to the hospital administrator than to the professional teacher-scholar.

The principal cannot adequately perform the function of instructional leadership in the same sense that a chief hospital resident gives professional leadership to young doctors. The principal cannot be headmaster in the sense of being the master teacher. When the commitment is made to become an administrator, the principal moves into a new professional world which requires new professional skills and competencies and a somewhat different professional orientation than that of a teacher. He will have more professional identification with teaching than the hospital administrator has with medicine, but he will not be able to function effectively both as the professional administrator of the school and as the clinical professor of teachers.

What, then, should be the role of the principal as a professional school administrator? First of all, like the hospital administrator, the principal should do everything in his power to create the conditions under which effective teaching and learning can take place. This includes providing adequate facilities, procuring learning resources called for by teachers, making available in-service training opportunities, achieving and maintaining a constructive relationship with parents, and interpreting the needs of the school to the central office administration. These are no small tasks. They make a major impact on the quality of the educational program in the school.

There is another way also in which the principal can and should give professional leadership. This might well be called instructional leadership even though it is not in the same category as the chief hospital resident specialist. As a professionally trained educator, the principal is in a position to contribute to the instructional program in the role of a perceptive generalist. He can ask searching questions of teachers about what they are doing and why. The principal has access to sources of information about new ideas in teaching. Without posing as an expert, he can suggest to teachers possible areas of experimentation and different approaches to teaching such as team teaching, flexible scheduling, and the like. He can place stimulating professional literature in teachers' hands, and encourage and support efforts on the part of teachers to experiment with new ideas. In this sense, he can act as a kind of catalyst or gadfly. Moreover, he can encourage and create opportunities for teachers at different grade levels and in different subject matter areas to enter into professional dialogue with one another. Through these opportunities, he brings about a cross-fertilization of ideas and a better coordination and articulation of the instructional program.

In order to play this role, the principal must be a thoughtful and reflective student of education, not in a technical sense but as a perceptive generalist who is aware of the major movements and thrusts in education. He should be able to raise stimulating questions which prompt teachers to examine their teaching behavior and to explore new possibilities for enhancing the learning process. He should be able to bring teachers together in professional dialogue and cooperative endeavors that promote professional growth and more effective use of teacher skills. He should be willing to share the risk and uncertainty of change and innovation by encouraging and supporting teachers who are willing to try something different.

As a perceptive generalist, the principal does not set himself up as the expert who knows more about the teacher's job than the teacher. Such a stance is untenable. But the principal can demonstrate to teachers his interest in and general understanding of some of their professional interests and problems. In so doing, he helps to create an environment that fosters inspired, creative teaching. To this extent, we can expect—and should expect—the principal to be an instructional leader as well as an efficient and effective administrator of the school.

The principal also exerts leadership in the instructional area in an indirect way to the extent that he helps to clarify and interpret to the faculty the major educational aims of the district and the school. As an advisor to the superintendent and the board of education, he may help to formulate educational goals. Moreover, an individual school may well have to supplement district goals because of certain distinctive characteristics of the student body and neighborhood served by the school. The principal is in a strategic position to foster deliberation with the faculty on the broad purposes of the school's instructional program within the framework of district policy. He should then articulate shared goals to the staff, students, and parents often enough to give the school community a sense of direction and purpose.

Given the current climate of teacher militancy and the recent gains that teachers have made through collective negotiation, it will not be easy to keep the curriculum away from the bargaining table. Collective negotiation is rapidly becoming the major arena in which educational decisions are made at the local level. We hope curriculum decisions can be made in another way. However, even here decisions will be made through negotiation which will indirectly affect the instructional program. The agenda at the negotiation table is expanding and will continue to expand.

We have moved into an era of collective negotiation in education and, unless principals become directly involved in collective negotiation, they will probably become less and less influential; indeed, they may get left behind in the decision-making process. Unless they participate in negotiation, principals will find themselves increasingly in a position of having to implement decisions which they had no voice in making. Decisions made at the bargaining table will have a profound impact on the educational program. Many of them will be wiser decisions if they have the benefit of the perspective and experience of the principal while they are being hammered out in negotiation.

The Department of Elementary School Principals recognizes the crucial stake that principals have in negotiation. At its 1968 national conference in Houston, a resolution was passed recommending "That the principal be an active participant in negotiations on the administrative team." The resolution went on to say that "The principal can contribute unique information about the impact of agreements on instruction, administration, and management. He can be an administrative negotiator and still be his school's instructional leader." If the principal wants to be significantly involved in the decision-making process, then he had better begin insisting that he be represented as part of the administrative team in negotiation sessions.

There are some principals who feel that negotiating is incompatible with their collegial role with the teachers in the school. They do not want to create a barrier between themselves and teachers. But the barrier was created as soon as they became administrators, as soon as they began evaluating teachers, as soon as they began implementing board policy and administrative rules, and as soon as they began assigning duties. Teachers do not think of the principal as one of their own in the way that they did when he was a teaching colleague. How many principals are actually involved in local teachers organizations? How many hold office or are turned to for counsel and leadership in the teachers' meetings? Perhaps some of them, but this will likely become less the case whether principals become actively involved in negotiation or not.

The truth of the matter is that teachers increasingly consider principals as part of the management camp. Unless principals play an active role on the administrative team in negotiation, they will find themselves impotent and in no man's land when it comes to making local educational decisions. Principals can participate actively in bargaining and still relate to teachers constructively and professionally. After all, it is possible to relate to people in different ways, depending on the circumstances. It is possible to negotiate with teachers at times, to relate to them administratively at other times, and to engage in intellectual dialogue with them about the issues of teaching and learning at still other times. It may not be easy. Effective human relations is *not* easy, but it is a large part of what administration is all about.

This is a difficult time for the principal. His role also is changing—and for various reasons. Teachers are assuming greater responsibility for improving the teaching-learning process. The principal can never again be the head master-teacher who knows more about what and how to teach than anyone else. An awakened federal government is spelling out what it wants done with the money it contributes, and state legislatures are tending to become increasingly prescriptive. In all of this, the principal faces the formidable challenge of orchestrating all of the parts in such a way that the school is able to clarify and reclarify its goals and to mobilize the human and material resources available to it toward the realization of those goals.

As teachers become more involved in decision making, administrators will need much skill and wisdom to channel some of that involvement in ways other than in a bargaining relationship. And where bargaining is appropriate or inevitable, principals should make every effort to insure, through personal participation, that the decisions which emerge from the bargaining table will be in the best interests of the boys and girls whose educational opportunities depend on the quality of our collective judgments.

The Administrator

ROBERT M. HUTCHINS

THE longer a university administrator administers, the more he is impressed by the peculiarities of his calling. These peculiarities are such that the administrator of any other enterprise can learn little from the study of university administration; and the administrator of a university, for whom these peculiarities have a sort of morbid fascination, has little to say about the administration of an enterprise which is without them.

The business executive, for example, has a kind of authority within the business which is denied the university administrator. It is true that signs are now appearing that business may eventually be organized like a university, with the staff claiming a kind of academic freedom, participating in the formation of policy, and enjoying permanent tenure. When that happens, the university administrators of America will derive a certain grim satisfaction from watching the struggles of those captains of industry who have had the habit of complaining about the mismanagement of universities. But I fear that this will not be soon.

The university administrator is more like a political leader than any other kind of administrator. But even here the differences are, perhaps,

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Robert M. Hutchins is President, Center for the Study of Democratic Institutions, Santa Barbara, California. His article is reprinted from the November 1946 issue of *Journal of Higher Education* with permission of the author and the publisher. "The Administrator" was originally a lecture in the University of Chicago series "The Works of the Mind" and was presented by Robert Hutchins when he was President of the University.

more important than the similarities. The principal instruments of the American political leader are his party and his patronage. We cannot imagine his functioning at all without them. Both these instruments are quite properly denied the university administrator.

In this lecture it will appear that the task of the administrator is to order means to ends. I shall hope first to display the administrator at work with the means, and shall try to suggest the qualities that are required for the performance of his duties in regard to them, whether or not the end is clear, correct, or given. I shall then pass to the administrator at work with the end, the administrator who is seeking to define, clarify, or discover the aim of his institution. This is the highest function of the administrator. To perform it he needs all the qualities that are required for the disposition of means and, in addition, certain special, and very rare, abilities. The peculiarities of university administration relate both to the means and to the end. But the most difficult and most important problems are those which concern the end. I shall attempt to show the extraordinary significance of these problems at this moment in history. It is vital to civilization that university administrators face and solve these problems now.

Before I state what the qualifications of an administrator are, I should like to say that the mere statement of them will show that I do not possess them. I have been an administrator so long that I can tell you, I think, what an administrator ought to be. And this I can do even though I have never succeeded in being a good one myself. I discovered the things I know too late for them to be of use to me. There was nobody to give me this lecture when I began to administer. Even if there had been, it might not have helped much; for as Aristotle remarked, men do not become good by listening to lectures on moral philosophy.

But if I had known that I was going to be an administrator, and if I had fully understood what the qualifications for the post were, I might have got a different education and tried to develop a different set of habits from those which I possess. One purpose of this lecture is to indicate the education and the habits which prospective administrators should seek to acquire, so that they may perhaps be spared the remorse to which I am condemned.

The minimum qualifications of an administrator in his dealings with the means are four. They are courage, fortitude, justice, and prudence or practical wisdom. I do not include patience, which, we are told, President Eliot came to look upon as the chief requirement of an administrator. For reasons which will appear later, I regard patience as a delusion and a snare and think that administrators have far too much of it rather than too little.

I do not include temperance, which in the case of the administrator would be the habit of refraining from making decisions that should be made by his subordinates. This is a matter between administrators and should not be discussed before the uninitiated.

Nor do I include the theological virtues: faith, hope, and charity, though the administrator needs them more than most men. I omit them because they come through divine grace, and I am talking about what the administrator can accomplish by his own efforts. Since it is not within his power to obtain the theological virtues, I must leave him to work that he may deserve them and pray that he may receive them.

When I say that the administrator should have courage, fortitude, justice, and prudence, I am saying only that he should be a good man. If the administrator is to function at all, he must have prudence or practical wisdom, the habit of selecting the right means to the end. But the administrator's life reveals that, though the virtues may be separated for purposes of analysis, they are one in practice. The administrator cannot exercise prudence without courage, which is the habit of taking responsibility; fortitude, which is the habit of bearing the consequences; and justice, which is the habit of giving equal treatment to equals.

Habits are formed by action. The way to become a good administrator is to administer. But this is also the way to become a bad administrator; for vice is a habit, too. The minimum function of the administrator is to decide, and, since he has to make more decisions than most men, he has the chance to be either an especially good or an especially bad man.

But you will say that most of the administrators you have known have not been especially good or especially bad men. This is because there are three courses, rather than two, open to the man who holds an administrative position. He can practice the four virtues I have named, he can practice their opposites, or he can decline to make decisions. Since the third is by far the easiest course, it is the one most administrators follow. I have known university presidents who have performed the almost superhuman feat of making no recommendations to their boards of trustees. I knew one who publicly took the view that trustees made the decisions; he did not.

The administrator is a man who decides upon the class of cases committed to his care. If he fails to decide, he may be an officeholder; he is not an administrator. The shifts and dodges and downright dishonesty to which administrators will resort in the effort to become officeholders are an element of low comedy in the high tragedy of university administration. Lord Acton has familiarized us with the notion that power corrupts. He might have added a word or two on the corruption wrought by the failure to exercise authority when it is your duty to exercise it. The chairman of a department once told a university president that a member of the departmental staff was so inferior that he should leave the university, and two weeks later recommended that the same man be placed on permanent tenure at a large increase in salary. The reason, of course, was that he knew the president would turn down the recommendation. The president would bear the onus of blighting the hopes of the man in question, and the chairman could avoid the practice of the virtues. This came close to practicing their opposites; for it was cowardly, pusillanimous, unjust, and unwise. But it is more charitable and more nearly describes the state of mind of this chairman to say that he merely decided that he did not want to administer. Administration was unpleasant, and he would leave it to the president.

Administration is unpleasant, as anything which requires the exercise of the virtues I have named must be. It is doubtful whether even these virtues can be exercised without divine aid. And the happiness which they give is not, I fear, a happiness in this life. The pressure upon a university administrator to become an officeholder is enormous. But there is an easy way of avoiding these troubles, and that is not to take the job. No man of mature years who accepts an administrative position in a university can claim that he did not know what his troubles would be. If there is such a man, he still has a way out; he can resign.

An air of martyrdom is unbecoming to the administrator. If he stays in office he has only himself to blame, and his failures will always be his own fault. They will result from his lack of moral stamina or mental capacity, or from his neglect of Bismarck's dictum that politics is the art of the possible. What is possible in any given situation depends to some extent on the material resources at the administrator's disposal, but far more on the abilities and spirit of his constituency. The administrator may make the wrong appraisal of his material resources or of the abilities and spirit of his constituency. He may overestimate his power to enlarge his material resources or to enhance the abilities and spirit of his constituency. If he is mistaken in any of these particulars, he has attempted the impossible and deserves to fail. If he fails, he should resign. He should not become an officeholder.

The administrator who is willing to be an administrator and not merely an officeholder will find that the strain is chiefly upon his character, rather than his mind. Administration is a work of the mind, because it is ordering the means to the end, and the principle of order is the intellect. Prudence or practical wisdom is a habit of the practical intellect. It involves knowledge of the available means and some rational notion of the effectiveness of the available means to promote the end in view. But such knowledge is not difficult to come by, and much of what passes for administrative knowledge is not knowledge at all. Knowledge is not information. The characteristic of knowledge is organization. There are few principles of administration, and they are simple and easy.

Prudence cannot be taught any more than courage, fortitude, or justice can be taught. You can be told what these things are. You can be shown examples of their exercise. But you develop courage, fortitude, and justice by practicing them, and so you develop prudence, too. I do not minimize the intellectual difficulties involved in reaching an important practical decision. I merely say that these difficulties are of such a nature that previous formal instruction will do little to assist in their solution, and that, compared with the strain on the character which the administration of the means carries with it, the strain on the mind is insignificant.

The strain on the character is very great. The administrator who is afraid of anybody or anything is lost. The administrator who cannot stand criticism, including slander and libel, is lost. The administrator who cannot give equal treatment to equals is lost. In a university he must give equal treatment to equals no matter how much it would promote his plans or assuage his feelings not to do so. I would recommend to the young members of the faculty of any university, other than the University of Chicago, that they attack the administration. Their advancement will then be assured; for the administration will have to lean over backward to show that these attacks did not prevent a fair appraisal of the professors' scholarly contributions.

The administrator has all these ways to lose, and he has no way to win. Almost every decision an administrator makes is a decision against somebody. This is true even of decisions that look as though they were for somebody, like a decision to raise a man's salary. The administrator quickly learns that such a decision is really a decision not to raise the salaries of other men in the same department. In a university, the administrator must appeal for support to those whom he has alienated in the course of his duty. Some idea of his situation may be obtained by asking what sort of cooperation the President of the United States would get from Congress in his second term if he had had the duty, and had conscientiously performed it, of fixing the salary and rank of each member of that body for four years. If the administrator were a judge, he could expect the litigants to go away and leave him alone after he had reached his decision. As an administrator he must expect that those whom he has decided against will remain with him and view his labors as something less than inspired.

The natural course, then, is to become an officeholder. Your life will be much easier, and you may even become popular. To the administrator, the university often seems like a gigantic conspiracy to turn him into an officeholder. The trustees have accepted membership on the board because it is an honor. They are interested and pleased as long as the institution is prosperous—and peaceful. An administrator who administers is bound to cause trouble. Administrative decisions affect the lives, the fortunes, and even the sacred honor, of members of the faculty. An administrator who wants the support of the faculty will make as few decisions as he can. He will try to develop automatic rules covering all subjects to avoid the embarrassment which decisions on individual cases must cause him. In regard to new appointments he will seek to escape responsibility by appointing committees to advise him. He will resort to every undercover technique he can think of in order to have it appear that he did not make the decision, even when he did.

The chairman of the committee of the trustees to select a president for an important college on the Atlantic seaboard telephoned me the other day to inquire about one of my friends. He asked whether he was a good administrator. In my innocence, thinking he wanted a good administrator as president of his college, I entered upon a glowing description of my friend's administrative abilites. I found that my tribute was received without enthusiasm at the other end of the wire, and asked if I had misunderstood the question. "No," replied the trustee. "You understood the question all right. But you are giving the wrong answer. You see, our retiring president was a very bad administrator. Our faculty likes that, and they are afraid of any successor who will be better."

There are few sins of omission in administration, at least in university administration. Since the administrator's salary, prestige, and perquisites are high, he will be criticized under any conditions. But he will seldom be seriously disliked if he does nothing. People will say that he is a weak man and that he does not give the institution the leadership it should have. But everybody secretly yearns for the days of Coolidge, and academic communities, whatever their protestations to the contrary, really prefer anarchy to any form of government.

The temptation, of course, is to bury yourself in routine. There is so much routine—so many reports, so many meetings, so many signatures, so many people to see—all of some value to the institution, that you can conscientiously take your salary and never administer at all. You can spend your entire time doing things which any $30-a-week clerk could do better and go home at night exhausted to report to your wife that you have had a hard day wrestling with university problems. The administrator who is determined to administer will find that the strain on his character is great.

The strain on his mind results not so much from the intellectual difficulty of his problems as from his inability to command the time, assuming the ability and the willingness, to think. A university administrator has at least five constituencies: the faculty, the trustees, the students, the alumni, and the public. He could profitably spend all his time with any one of the five. What he actually does, of course, is to spend just enough with each of the five to irritate the other four.

The administrator who wants to administer will find that he cannot put in his time to the best advantage. On the one side are those things which are inevitable and urgent. On the other are those things which are important. The administrator should be devoting himself to those things which are important. But by definition he must devote himself to those which are inevitable and urgent. The question whether an assistant professor should have an increase in salary of $250 is not important, at least in an institution which has a deficit of one million dollars, which every well-regulated university should have. A deficit of $1,000,250 does not differ significantly from a deficit of $1,000,000. But this question must be settled, while more important questions are postponed, because an offer from another university must be accepted or declined, or because the budget must go to the trustees at a certain time. And it must be passed upon by the administrator ultimately responsible, because, though $250 is not important, the quality of the staff is.

The problem of time, at least in a university, is insoluble. The administrator should never do anything he does not have to do, because the things he will have to do are so numerous that he cannot possibly have time to do them. He should never do today what he can put off till tomorrow. He should never do anything he can get anybody to do for him. He should have the largest number of good associates he can find; for they may be able to substitute for him. But he should be under no illusions here. The better his associates are, the more things they will think of for him to do.

Such thinking as the administrator can do will derive its value not so much from his extraordinary knowledge or intellectual capacity but from his locus in the institution. Like the architect, his view encompasses the whole and the interrelations of its parts. He is so placed that he can see the enterprise as a whole. He is likely to take a more detached view of the whole and its parts than any of the staff. Though he will not have much time to think, he can devote the time he has to thinking as objectively as possible about the whole. He has the knowledge, the position, and the duty to do so.

He has this duty in relation to all the means at the disposal of the institution. In a university, for example, the curriculum is a means to the end of the institution. It is not ordinarily committed to the care of the administrator; he has not the authority to determine what the course of study shall be. But the curriculum is not a means, it is the chief means to the end of an educational enterprise. Nobody else has quite the opportunity which the administrator has to see the whole of the curriculum and the interrelations of the parts. The administrator fails in his duty, therefore, if he does not try to see from his point of vantage what the whole curriculum and its interrelations should be.

He must then try to induce those to whose care the curriculum has been committed to face the problems it raises as persistently, as seriously, and as impartially as possible. In this connection, too, the administrator must be a troublemaker; for every change in education is a change in the habits of some members of the faculty. Nevertheless, the administrator must insist on the participation of the faculty in the constant reconsideration of the means which it is using to attain the end of the university; for his duty is not merely to decide upon the classes of cases committed to his care, but also to see to it that the other members of the community do not become officeholders in relation to the categories committed to theirs.

The task of the administrator in ordering the means is to keep the institution up to its own standards. These standards are a reflection of the end. The curse of universities is easy standards. For example, the relations among the members of the academic community are such that the failure to appoint or promote congenial men is bound to create much unpleasantness. The temptation to yield is very great; but, if the administrator yields in one instance, he must yield in more, and, before he knows it, a new and lower standard has been established, which is lowered in its turn by the same process. The commitments thus made by the administrator—and, whatever his virtues, he is bound to make some—gradually reduce his effectiveness and combine with the gradual alienation of his constituency to bring his usefulness to a close. The administrator has many ways to lose, and no way to win.

The remedy is a term, at the end of which the institution can decide once more whether it wishes to be managed by an administrator or ornamented by an officeholder. Failing some provision for the automatic termination of his services, the administrator must be in a perpetual mood of resignation, by which I do not mean mournful acceptance of the universe. I mean he must be perpetually prepared to get out. This solution is not ideal. Nobody will tell the administrator he should resign; this would be impolite, and finding a successor is very difficult. The administrator is usually the last person to know he should resign. He can always rationalize his salary, prestige, and perquisites into a burning conviction of his necessity to the institution. He is like a dub playing golf. He makes just enough good strokes to go on playing the game. But the chances are that the dub should give up golf and take to reading the Great Books.

How does the administrator or his constituency know whether his decisions are right or wrong? Since he is deciding upon the means to an end, his decisions are right or wrong depending on whether they help or hinder the institution in its effort to achieve the end. Where the end is simple and clear, the appraisal of the administrator is easy. If the end of an army is victory, a general who wins is good. If the end of a business is profit, an executive who makes money is good. But the measure of the statesman can be taken only in the light of some defensible conception of the end of the state, and the measure of a university administrator only in the light of some rational view of the end of the university.

The administrator cannot make the right decisions without some similar illumination. How can he decide on the means if he has no clear vision of the end? It is impossible for the administrator who understands the end to achieve it unless he has the character to select the right means, and impossible for him to select the right means unless he has the mind to understand the end. The difficulty of understanding the end of a university—or perhaps the lack of mind of university administrators—is suggested by the fact that the leading characteristic of educational institutions today is aimlessness.

The end of an institution gets lost as it matures. The enterprise goes on because it started and runs for the sake of running. If any other consideration than that of self-perpetuation is allowed to enter, it is usually that of prestige. Let us be famous for the sake of fame. We see a similar phenomenon in the case of states which have lost any conception of the end of political organization. They say, let us be powerful for the sake of power.

The fact that the purpose of universities is rapidly lost has led to the suggestion that they should be burned down every twenty-five years, or that the original faculty should consist of men forty years old, that no additions should be made, and that they should all retire at the age of sixty-five. These proposals seem drastic, but they are little more so than the facts demand. It is imperative to force the periodic reconsideration of the purpose of an institution.

The institution may have lost its usefulness at the end of twenty-five years. Its aim may have been accomplished. Or some other aim should, perhaps, be substituted for the original one. The University of Chicago, which I regard as the most useful institution in the world, is so because its original aim has been the subject of some reconsideration. The idea of the founders of this University was simply to establish a university in the Middle West, and one with Baptist overtones. Now there are many other universities in the region, and the Baptist overtones are almost inaudible.

The task of the administrator in a new enterprise is relatively easy, for there the purpose of the communal activity is clear and fresh in the minds of all the members of the community. Men are appointed to the staff because they are thought to be qualified for and interested in working toward the end. As the inevitable mistakes are made, as the vested interests harden, as the aim is changed to self-perpetuation, the difficulties of administration increase. The alteration takes place very rapidly. George Vincent, later president of the Rockefeller Foundation, who was a member of the first faculty of the University of Chicago, used to say that on the day the University opened, the faculty and students gathered in front of Cobb Hall and sang "Old Varsity" before the paint was dry. President Harper designed a new university, but his administrative autobiography makes depressing reading, because it shows how quickly a new institution congeals.

If the end of the institution has got lost, if the institution has congealed, if it suffers from the disease of aimlessness, then all the administrator's moral difficulties are intensified, and his mind undergoes serious strain. Now, in addition to summoning up the character necessary to select the right means, he must try to command the intelligence to discover the end. He must become a philosopher.

Men who possess and practice the virtues are rare enough. Good men who are also good philosophers are rarer still. Good men who are good philosophers and who are willing to run the extraordinary occupational hazards, moral and mental, of university administration are a race which appears to be extinct. Yet if I were asked what single thing American education needed most, I should reply that it needed such men; for the whole system of American education is losing itself in the wilderness for the lack of them. The academic administrators of America remind one of the French revolutionist who said, "The mob is in the street. I must find out where they are going, for I am their leader."

The president of a state university said recently that the object of his institution was to do whatever any important group in the state thought was useful. This amounts to saying that any important group in the state can determine the purpose of the university. The president in question took this view because it was easy, it was simple, and it would pay. He would not think himself; he established the fact that it was positively wrong for him to think; and the groups he was willing to have do his thinking for him would support the work which, they thought, it was the university's purpose to do.

This administrator merely stated explicitly what is implicit in the conduct of almost every American university. Almost every American university is managed in terms of the social pressures prevailing at a given time. Another state university president lately remarked that he was going to offer athletic scholarships because he could not get anything through the legislature with his present football team. Since the American university has been unable to formulate any idea of its function, its function is to do what any powerful group wants it to undertake. It has no standard by which to judge these requests, because it has no conception of the end. The modern university and the modern department store are therefore almost indistinguishable except that, because of the momentary shortages, the university offers, just now, a wider variety of goods than the department store.

Anybody who has watched the development of the American university will have no difficulty in predicting that in the next twenty-five years it will greatly expand on the side of natural science, engineering, and the applied social sciences, such as business, industrial relations, and public administration. I have the greatest respect for all these subjects. Perhaps this is the direction in which the American universities should move. But I would point out that, if they do move in this direction, it is improbable that they will do so because they have considered the end and concluded that what civilization needs is more natural science, engineering, and applied social science. If they move in this direction, it is likely that they will do so because powerful pressures in society push them.

As it is easy and tempting to become an officeholder rather than an administrator, so it is easy and tempting not to think about the end. As everybody in the institution prefers an officeholder to an administrator, so everybody in the institution prefers not to be reminded that the university has, or should have, a purpose. The worst kind of troublemaker is the man who insists upon asking about first principles, and the first principle of any activity is the end. The last question that will be raised about a prospective academic administrator is whether he has any ideas. If it appears that he has, he is unlikely to be appointed, for he will rightly be regarded as a dangerous man. The situation in American education is much the same as that in American politics: The men who are needed most cannot be chosen; the qualifications to do the job disqualify the candidate for the post.

Yet somebody in the institution must think about the end; for otherwise the institution will get lost or fall to pieces. Our universities present an especially acute aspect of the general problem of the one and the many. A university should be one; but it is peculiarly a prey of centrifugal forces, which are always driving it apart. This is because no end has yet been discovered and accepted by the American university sufficiently clear to make sense of its activities, to establish a standard for criticizing them, and to unify those who are carrying them on. Even a mob will disintegrate if it does not know where it is going.

The administrator must accept a special responsibility for the discovery, clarification, definition, and proclamation of the end. But he does not own the institution. The administrator's responsibility is to get others to join him in the search for the end and to try to lead all his constituency to see and accept it when it has been found. He must conceive of himself as presiding over a continuous discussion of the aim and destiny of the institution. He must insist upon this discussion, and he must see to it that it never flags.

The difficulty is that the aim and destiny of an institution are not discovered by instinct or tradition; they must be arrived at by creative thought. For this, the administrator has neither the time, the atmosphere, nor the education which it demands.

It is suggestive that since Francis Bacon, who was, after all, a bad administrator and a bad man, no administrator who carried major responsibilities has published anything of any significance. In our own time, Hawthorne, Arnold, Trollope, and Mill have held administrative posts and done creative work. But Hawthorne was an officeholder, rather than an administrator, and the other three did not carry major responsibilities. Nor did any of them do any important thinking about the end of their administrative activity. There is little published evidence that any administrative officer has done so since Marcus Aurelius.

The end is the most important matter the administrator can deal with but its consideration can always be postponed; there is never any time for it. Though the administrator shares his lack of education with his contemporaries, associates, and fellow-citizens, they may be able to do something about their inadequacy in their leisure hours. The administrator's leisure hours are few, his administrative problems follow him home and plague his dreams, and his intellectual condition at the end of the day's work is such that he is barely able to cope with a detective story. The university administrator can force himself to do some reading and thinking by teaching; but this is bad for the students.

Yet Plato's answer to the question, "What kind of administrators do states—and universities—require?" is valid for us today, after almost twenty-five hundred years. He said:

> Unless either philosophers become kings or those whom we now call our kings and rulers take to the pursuit of philosophy seriously and adequately, and there is a conjunction of these two things, political power and philosophic intelligence, there can be no cessation of troubles, dear Glaucon, for our states, nor, I fancy, for the human race either.[1]

Plato also tells us what kind of education is needed to produce the administrator we are seeking. Until the age of thirty-five, the candidate is to devote himself to his education, spending the last five years in the most profound metaphysical studies. Then for fifteen years he is to acquire practical experience in offices which Plato describes as those suitable to youth. The object is, of course, to develop the habit of practical wisdom, but even more to develop the moral virtues. In Plato's words, "And in these offices, too, they are to be tested to see whether they will remain steadfast under diverse solicitations or whether they will flinch and swerve."[2]

At the age of fifty, those candidates who have survived all tests and shown themselves the best in every task and every form of knowledge are ready to become administrators. But each will serve only for a limited term. The philosopher kings alternate between periods of philosophical study and administration, with the longer periods devoted to philosophy. When the turn comes for each, they toil in the service of the state, holding office for the city's sake, regarding the task not as a fine thing but as a necessity. As a reward for these sacrifices they depart eventually for the Islands of the Blest, and the state establishes public memorials and religious rites in their honor as though they were divinities, or at least divine and godlike men.

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[1] *The Republic,* Book 5, 473D.

[2] *Ibid.,* Book 7, 539E.

Plato was writing a utopia. Utopias are the products of desperate situations. They are constructed when everybody sees that nothing can be done, except perhaps to indicate the ideals toward which future generations should strive. We look to Plato not for the specifications of a practical program to be taken over intact, but for guidance in the formation by our own efforts of a practical program for our own day.

The essential points are that the administrator should not want to administer, but should be forced to do so for the public good; that he should have a long period of education, culminating in profound speculative study; that he should undergo a great variety of practical experience to form his character and develop the habit of practical wisdom; and he should serve for a limited term, after which he should resume his studies, if he expects at some later time to have another. This is the kind of scheme which is called for if the administrator is to have the moral and intellectual qualities which the times demand.

You will say that even this reduced and denatured version of the Platonic program remains utopian still. It is a sufficient reply that our situation is so desperate that nothing not utopian is worth trying. We know that the world may at any moment burst into flames. We know that we can hope to save ourselves only by the most tremendous and well-directed efforts. Bewildered and tortured humanity should be able to look in this crisis to those institutions created to elevate the minds and hearts of men, to symbolize their highest powers and aspirations. To say of a university now that its object is to maintain itself or to preserve accepted values and institutions is to deny the responsibility imposed by the community on those privileged persons whom it has set apart to think in its behalf, to criticize its ways, and to raise it to its highest possible moral and intellectual level.

We can take one of two positions about education today. Either it aims to transform the minds and hearts of men, or it is completely irrelevant. Either it is almost our only hope or it is literally child's play, a way of keeping the young occupied until they can enter the army, which may be blown to bits without notice, or go to work in an economic system which is rapidly dissolving, or become citizens of a country and members of a civilization which—so we should have to tell them if we spoke frankly—are in the greatest peril in their history. Albert Einstein's estimate that in the next war two-thirds of the populations involved will be killed seems conservative, and who will say that there will not be a next war and that it will not be soon?

We know that agreements to control uranium deposits, to permit inspection of atomic-power plants and factories, to disarm, and even the solemn agreement which is the charter of the United Nations itself can last only so long as each of the participating members wants them to last. We know that a world government can arise only if the peoples of the world want it, and can endure only as there is a world community to support it. The prospects of a world civil war are not attractive.

We must have international agreements. We must work toward world government. But the significance of these agreements and of all efforts to frame a world constitution and get it adopted lies largely in the fact that all discussion of world unification may promote the community upon which such unification must rest. Such unification ultimately rests on the transformation of the minds and hearts of men.

If we must abolish war or perish, and if war can be abolished only by this transformation, then the aim of educational institutions is to bring about this transformation. And the task is one of terrifying urgency, so urgent that the triviality and frivolity of American education and the petty and selfish concerns of its leaders seem blasphemous as well as suicidal.

You may say that there is a disproportion between the end that I propose and the means that I have chosen. You may feel that there is little in the record of educational institutions in this country to suggest that, even if they devoted themselves wholeheartedly to the work, they could save civilization. If this is so, then we should take the enormous funds now devoted to the educational enterprise and use them to provide a few pleasant final hours for our starving fellow-men in Europe and Asia. The plight of mankind is such that if we seriously conclude that our activity is irrelevant to it we should give up the activity. The world cannot afford the luxury of so wasteful a monument to an abandoned dream.

As the minimum function of the administrator is ordering the means, so his highest function is discovering and clarifying and holding before his institution the vision of the end. As the qualifications for the administrator's minimum function are courage, fortitude, justice, and prudence, so the qualification for his highest function is philosophical wisdom. At this epoch in history we can demand nothing less of the administrator than this combination of practical and philosophical wisdom, with the moral qualities necessary to sustain it.

The reward of the administrator may not be public memorials, religious rites, and a pleasant journey to the Islands of the Blest. For these things he should care not at all. His satisfaction will come, even if he fails, from having seen and attempted one of the most difficult works of the mind and one of the most challenging human tasks.

Professional Negotiation and the Elementary School Principal

GEORGE B. BRAIN

BEFORE we talk about professional negotiation and the elementary school principal, let's talk a bit about education itself—this business in which we are all engaged. Education, really, is the shape of the American dream. The quality and the substance of tomorrow's business, tomorrow's government, and every other aspect of human commerce depends on it. There is no place too far, no object too small or too well hidden that it cannot be comprehended by the human senses. Almost anything the human mind can conceive is within tangible realization. We are developing the capabilities of bending nature to our will, of altering life processes, and of loosening the fetters that for years have bound us to gravity.

The power to acquire unlimited knowledge and to turn it to constructive use is the lever that educators are toying with these days. Education is becoming the nation's largest growth industry; one out of every three persons in the United States is directly engaged in our educational system. Today, we have approximately 125,000 separate educational institutions, with over 57,000,000 students, and nearly 2,600,000

George B. Brain is Dean, College of Education, Washington State University, Pullman, Washington.

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teachers involved, and this does not include those who are engaged in adult education and in extension courses.

What the railroads did for the second half of the last century, education may do for the last quarter of this century. Education may serve as the focal point of our national economic growth and development. And the prestige that once belonged to the aristocrat, and then to the rich man, will belong instead to the knowledgeable expert. It will—at least if those of us who are in the educational setting can resolve the problems and the issues which are now seeking to divide its leadership, for we have to admit that education these days is being buffeted by pressures and demands and protests.

Actually, there is no single institution that is sacred any longer. The voices of dissent are raised against the existing policies in *all* areas of American life. But education is in the process of radical change, and the newest ingredient is the militancy of teachers. In September 1967, seven states experienced teacher strikes. These lasted from one day in Randolph, Massachusetts, to three weeks in New York City. The teachers in 35 Michigan communities remained away from work when school began in 1967; and in the spring of 1968, it was the State of Florida and the cities of Albuquerque, San Francisco, and Pittsburgh. This month or next, additional work stoppages will affect many other schools and communities. When work stoppages occur, the question that is most frequently asked is: "Will school keep or not?" And the spotlight is focused on the principal.

THE MILITANT TEACHER

Teacher strikes have taken their toll. During the 1967-68 school year, they idled nearly 2,000,000 students and 70,000 teachers. The tremendous loss in tax dollars that occurred from operating schools attended by pupils during teacher strikes and the assumed loss in learning among pupils point dramatically to the seriousness of the problem. Yet, one cannot overlook the conditions that have caused teachers to resort to strike action in an effort to improve their lot and to gain control of their profession. It is safe to say that teachers no longer will hesitate to speak out. Indeed, even more militant teachers groups will begin to confront and disrupt and coerce in pursuing both individual and organizational goals.

Those of us who are in higher education have observed that the radical student activist on our campus these days is most often from a permissive, middle- or upper-class family, with a relatively affluent background. These student activists are often said to be "Spock babies," products of permissiveness and affluence. The activist does not let himself worry about making a living in the usual sense, and he is perfectly ready to accept the consequences of an antisocial confrontation.

Assuming that the tenure laws throughout the country are becoming increasingly protective, the teacher activist has little to lose when he lets himself become disenchanted with the established order of school tending. Taking his cues from the successes of the civil rights movement and the militant student groups, the teacher activist sees nothing wrong with establishing and deploying teacher power to confront and coerce what has suddenly become a much beleaguered and a much suspected group—the school administrators.

But if you are concerned about the present situation, I suggest that perhaps you haven't seen anything yet! Just wait until the present crop of student teachers, many of whom have been active in the movement toward student power on our campuses, join the teaching force and become the new organizational leaders in education!

It is interesting to ponder whether the philosophy of confrontation and conflict is cause or effect. Perhaps it is becoming an increasingly common modus operandi, a way of life to be followed, whatever the circumstance or the costs. Even if we in education could put aside the NEA and the AFT and their rivalry, if we could wipe out the present body of negotiation laws in one fell swoop, if we could drastically improve teacher salaries, fringe benefits, class loads, and all those factors to which the militancy is attributed, I suspect that we still would be left with the phenomenon which is coming to be known as the "antiadministration syndrome." I suspect that no matter how hard school administrators try to do right, how democratic and beneficent they try to be, a certain number of the teaching staff will be against principals just because they are a part of the school administration.

One of my favorite quotations, which has much to say to us as we think about the principals' response to negotiation, is from Henry Fielding's *Jonathan Wild.* It reads something like this: "He in a few moments ravished this fair creature, or would have ravished her if she had not, by a timely compliance, prevented him from doing so." Well, I suspect the task of the principals today is to think about what their timely compliance position will be. Are we to adapt to negotiation, or is it reasonable to assume that negotiation will adapt to us?

ADMINISTRATOR RESPONSES TO NEGOTIATION

George Redfern, who is a member of the staff of the American Association of School Administrators, identifies among administrators three different groups with three different types of response to the negotiation movement. First of all, Redfern says, there are the "hawks." The hawks urge active resistance to the demands of militant teachers. Theirs is a hold-the-line strategy. The hawk philosophy sees, as an accompaniment to the negotiation movement, a massive surrender of administrative prerogatives and a weakening of the entire fabric of educational leadership. The hawks favor a negotiation DMZ line.

Redfern's second category is the "doves." This group sees negotiation as a natural and developmental phenomenon representing the legitimate rights of an awakened and a more potent profession. The dove philosophy calls for new alignments and new relationships, with particular reference to the real seat of educational decision making.

The third category identified by Redfern is the "chicken hawk." The chicken hawk, he says, represents the middle-of-the-road philosophy, which recognizes the developmental causes of teacher dissatisfaction but stops short of capitulation to unreasonable demands by hard-bargaining teachers. It is the chicken hawks who take the lead in the search for realistic and viable alternate models through new relationships with the militant teacher organizations.

Principals need to decide which group they wish to identify with. Frequently, however, the tendency is to see negotiation in only one light—that is, how it affects the role of the administrator. Sometimes we school administrators spend far too much time looking at ourselves. We always seem to be trying to identify our role or to see how our roles are changing—as if to say that just because we define everyone's respective role, that is the way it's going to be. We might ask the principals from New York, or Chicago, or Baltimore, or any of the large cities of this nation, if things are going to be a certain way just because they have been spelled out in the agreements or the contracts. I think that principals in those cities find, on the average, about 20 pages of detailed regulations in the contract concerning what they can or cannot ask a teacher to do. And the contract specifies exactly how a teacher can secure proper remedies for any mistreatment by the principal.

ROLES AS MODELS

But just because we say to someone "Play this role," it doesn't mean that he will do it. The question we really ought to put to ourselves is whether this role that we are concerned about is a cause or an effect. Will elementary school principals control the changing role resulting from negotiation? Or will the negotiation milieu determine a new role for them? I think it is possible to identify a number of different roles and different directions toward which the role of the principal seems to be moving. Whether these are viable or not depends on the circumstances in an individual school district.

I have outlined these roles as *models,* and I am indebted to Glen Grant of the University of California for suggesting the various model categories.

First is the *management model.* This model sees the principal following the superintendent and moving into strictly a management role. His purpose is to manage and to run an individual school under the authority of the board and the superintendent. His work is regulated and bound by the school board's relationship with employees as expressed in a contract or an agreement which has been negotiated with the employer organization.

The *management model* assumes that, at least on some matters, there is inevitable conflict between the interests of the employer and the employees. It assumes that this is a power relationship and that a communication model may not always be possible. A contract or an agreement settles these conflicts, at least for the time being, and management and employees will live by the terms of the agreement for its duration. Differences of opinion, which inevitably arise, are handled through a grievance procedure which is generally included in the agreement itself. The *management model* tends to preclude the managers and employees from becoming professional equals, and it seems to limit the flexibility of the school operation.

Many principals with whom I have discussed the *management model* are apprehensive about it, fearing that it will prevent them from developing an effective administrative staff at the building level. They want more flexibility in the arrangements than is usually possible under the terms of the agreement. They prefer not to have operational procedures spelled out quite so explicitly and precisely as some contracts and agreements do. But the teacher militant says that the case which the principal makes for greater flexibility to lead according to his own style is merely a call for license to administer arbitrarily and capriciously. They say that if God had adopted a similar rule, Moses would never have served as his amanuensis and the Ten Commandments would never have been written down. At any rate, there seem to be strong forces today that are drawing the principals toward the management arrangement.

The *management model* is a divided arrangement, with the board and the administration on one side and teachers clearly on the other. This model is convenient, and it is attractive to boards of education because they feel that they have the right to hire a management team to run the enterprise for them—a management team that has unquestioned and undivided allegiance to the employer side of the employer-employee relationship. This is a pretty strong argument. School boards increasingly are insisting on having strong management. And because the processes of negotiation are time consuming, boards of education—limited both in time and in knowledge about mediation—are going to expect the administrative team to do the negotiating for them and to put into action the agreements that are reached. In this way, then, the board of education calls on principals to help board members give proof of both successful stewardship of public moneys and assigned school tasks.

Now, let's look at another model—one which Glen Grant calls the *third party model.* This is the model set forth by AASA originally in its publication, *School Administrators View Professional Negotiations,* a publication which has now been revised. The position of the third party model, which was supported in the original AASA publication as a possible role for administration, is changing. The *third party model* says simply that the problem is between the board and the teachers; the administrators should be an independent third party, free to exert independent leadership. Under this model, the administrator is a friend of the teachers, interpreting the desires and programs of the board to the staff, those of the staff to the board, and always acting with the best interests of the pupils at heart.

The trouble with the *third party model* is that in the rough-and-tumble of negotiation the principal tends to be left out, or he is rendered ineffective because of his awkward fence-straddling position. To me, this is an untenable model, but superintendents and principals in some states are practically forced into this model by reason of state legislation.

Let's look at still another model, one that we call the *two hats model.* This model assumes that somehow it is possible for the principal to be both the enforcer of the negotiated agreement and the traditional democratic educational leader within the school. It assumes that the administration will bargain hard for the best agreement that can be obtained on the tough issues and that the superintendent and the principals will administer the school somewhat rigidly in these areas.

On other issues, for which bargaining or hard negotiation is, in theory, a less viable means of interchange, the building principal is free to develop his own style for reaching policy decisions in a more cooperative and perhaps a less traumatic way. The *two hats model* appears the best way out to many elementary principals, but it requires tacit understanding and acceptance on both sides to make it work. And the principal, we have to admit, is in a very delicate position, requiring the greatest of skill if he is going to be successful under this model. I suppose, really, it is a question of whether the teachers will let him wear two hats for long.

The implications of the broad scope of negotiable concerns are interesting to conjecture about. Teachers can require administrators to negotiate or at least to meet and confer on just about anything they want to talk about. The job for the principal would be a lot easier if negotiation was limited solely to the hard and economic issues. I am fully aware, in this regard, of the great difficulty we in education have of distinguishing between working conditions and matters of broad educational policy.

Norman Boyan of Stanford University and Daniel Griffiths of New York University have both written on the question of the relative "bargainability" of various educational concerns. Griffiths distinguishes between the administrative and the supervisory dimensions of authority. In the administrative dimension, according to Griffiths, the principal would unequivocally assume a position in the traditional line and staff hierarchy; in the supervisory dimensions, he would attempt to establish his role as a colleague—a colleague accepted as a leader by virtue of competence. He would develop other than command strategies for decision making in the supervisory arena, perhaps through advisory councils and similar arrangements.

Norman Boyan says that the need for two separate structures for teacher participation in school government is compelling. The first would encompass teachers as members of extra-school associations in developing organizational policy on salaries and extrinsic conditions of work. The second would encompass teachers as professional colleagues in the school organization, participating in decisions involving educational programs and policy. The first would permit teacher involvement via a bargaining or a negotiation model; the second would extend the classic participatory model to include the right and responsibility of teachers to participate in organizational decisions affecting the educational program.

Clearly, the identification of these two separate vehicles for teacher participation, as proposed by Griffiths and Boyan, is consistent with the *two hats model.* But there are two complications with this model as I see it. First, when the state legislature prescribes a broad scope of negotiable items, there is a tendency to throw everything into the bargaining or negotiation arena. The legislature makes no clear distinction between the "hard" and the "soft" issues. Second, it is one thing to say that we are going to handle the softer issues through some sort of participatory process, but it is quite another thing to develop these relationships in a collegial context. Many of us, I am afraid, cannot be perceived by teachers as bona fide colleagues. Teachers are by no means sure that, even on the softer issues, the traditional authoritarian position of the principal will be continued.

So much for the *two hats model.* Let's move on to the next one. Some of you have undoubtedly given some consideration to the *academic model* and to its application in education. There may well be some implications for elementary school principals in the way that universities are run. I have been in the field of higher education for only a couple of years, but I am beginning to see how decision making is accomplished at that level. Believe me, it is a slow and complicated process, and it takes place in two separate arenas.

You are all aware of the existence of the academic senate or, on some campuses, of what is described as the resident instructional faculty, and of the way in which the academic departments of a university operate. Side by side with the academic decision-making machinery exists an administrative hierarchy of traditional line and staff relationships. The significant academic issues are settled in the faculty arena. The administrative structure exists primarily to support and implement those decisions, and, except in student personnel concerns and in fiscal matters, the authority of the administration is circumscribed.

I know of one public school system that, partly in pursuance of the philosophy of decentralized administration, established a representative faculty senate which enjoys considerable power. The superintendent in that district acknowledges that in senate activity he is only one member with one vote. The school principals are involved on a representative basis, and the superintendent says, in effect: "If my principals and I are not persuasive enough to carry our debate in the senate, then we are not really worth our professional salt and we have no business being there." Well, that's one man's view. In that particular district, the board of education has seen fit, by and large, to rubber-stamp the decisions of the faculty senate policy recommendations. In the senate arrangements, the principal has to see his role of leadership as being of the collegial variety. I hasten to caution that I don't know how the senate will settle the hard issues, if the school board backs off. Thus far, in this one school district, the senate has acted with competence and responsibility. I presume that so long as they continue to do so, the board will continue to accept their recommendations and implement them.

And yet the *academic model* is breaking down in some of our institutions of higher learning. This is because a significant number of the faculty do not feel that the representation pattern of the academic senate provides significant leverage against the trustees or the administration in establishing salaries and working conditions. The evidence on this is as yet inconclusive.

Let's go to another model—the *conspiratorial model.* This model is not often found, but it may be appropriate in situations where the principals and the teachers feel compelled to collaborate against the superintendent and the board of education. Or, it may be more appropriate when all three—the board, the administration, and the teachers—feel they have to conspire against an irresponsive community.

It is not a particularly good model, but it is necessary to mention it because it occurs rather frequently in the operation of school systems at the building level when the principal thinks of himself as a head teacher rather than as a manager. In such cases, he is often cast in the role of having conspired with the teachers against the superintendent and the board.

Another model—one that we probably have not achieved yet anywhere in the United States—is the *paternalistic model.* One way to attempt to thwart teacher militancy would be to give teachers everything—establish top salaries and fringe benefits, provide perfect facilities and equipment, ideal working conditions, and minimal class loads. In 1968, however, it is not possible to be paternalistic enough in any school [illegible] somehow manage to persuade the superintendent and the board of education to finance such a show.

Another model is the *problem-solving model.* This model has two premises: first, the premise of a joint problem-solving orientation in which the teacher and the board representatives study and work together to solve the district's problems cooperatively; second, the premise that both sides are capable of the restraint necessary to refrain from escalatory tactics while discussions and negotiations are under way.

The teachers under this model will not resort to coercive tactics and the deployment of teacher power; the board will not act unilaterally nor arbitrarily. This kind of model is more difficult to attain in situations where the parties are mandated by law to sign an agreement at the close of negotiation. Whether this model will long endure in the absence of "teeth" for the teachers remains to be seen.

A final model is the *hire-an-expert model.* Increasingly, school systems across the country are attempting to get the administration out of negotiation by hiring someone to carry the negotiation load for the school board. The theory here is that negotiation creates scars that jeopardize the administrator's ability to be an educational leader. Why not, therefore, hire an expert and let *him* get the scars? There are several problems with this model, as I see it. First, after the negotiator gets the agreement, the administration still has to administer it, and that is going to give the principal scars. Second, there is the concern that the administrator's role of decision making is going to be compromised because the really important decisions will be made by the negotiator and the board without involving the principal at all. And, of course, there is the problem of finding a negotiator who is satisfactory to the staff, to the administration, and to the board.

Some people are saying that we must take labor relations specialists and give them the necessary background in education for these kinds of tasks. Others say that we should develop negotiation specialists within the professions, administrators who are trained and experienced in negotiation. The jury is still out on this question, but I feel that the arguments for the last arrangement are quite persuasive.

At this point, let me caution principals about the folly of their becoming the negotiating agent for teachers. In such a situation, the principal could rarely, if ever, come out on top. He could not be successful in this particular role. If he satisfies the teachers, he probably is not going to satisfy the administration, the superintendent, and the board of education. If he satisfies the board and the administration, he probably is not going to satisfy the teacher group. Moreover, he is going to compromise himself in the process of effecting other compromises in order to reach an agreement.

The important thing is that somehow we avoid the situation in which the board has its own man and bypasses the established administration of the school district. This problem can be worked out rather simply if it is clearly understood that the negotiator reports to the board through the superintendent, and if the administrative staff, including the principals at the building level, have been involved.

From all I can gather, it is possible for a board of education in most of our states to prescribe certain preliminary administrative channels for testing the administrative viability of the proposals with principals in such a way that the superintendent, or another administrative officer, can effectively do the bulk of the board's negotiating. To me, this is the wiser alternative.

MANAGEMENT—PRINCIPAL—TEACHER

Now I am left with the task of saying something encouraging to elementary school principals. Clearly, in my judgment, principals are being drawn more and more to management. The traditional two-way loyalties of principals—to the board and the superintendent on the one hand and to the faculty on the other—are under stress. Sometimes principals have found it desirable and perhaps necessary to shield their teachers from the central office and the board. This idea of mock rule, in which the stated rules and regulations are overlooked by passive agreement, is an interesting but a difficult concept under which to operate. It may be a viable technique of educational leadership for some principals in some situations, and there is research on this subject that you might want to look at. I am inclined to think that the principal must perceive himself —at least as far as his official role is concerned—to be a part of the management of the school system. In the long run, he has only his job to lose if he doesn't. It should be clear by now that I really do not have much sympathy for the principal who is concerned about no longer being able to stay in the middle; when the chips are down on the hard issues, the principal has to face reality. He is on the management side of the table.

There are two ideas which become immediately appropriate at this point. First, principals must be represented on the district's negotiating team. I want to repeat that. *Principals must be represented on the district's negotiating team.* And you, as a principal, are going to have to help the superintendent understand the necessity of your being on the administrative team during the negotiating for the school district, because if the superintendent does not see the importance of your being there and he wants to go it alone in negotiation, you are headed for trouble, for confusion, for chaos.

Second, I think that the building principal has to develop sound and viable participatory techniques at his building level. The extent to which the elementary school principal is going to be allowed by his faculty to lead in his own building according to his own administrative style will depend on his ability to establish himself as a colleague, to establish a collegial authority, not an administrative authority.

I commend to you, for example, the idea of a principal's advisory committee on which the principal sits as a colleague and in which group no holds are barred. It is through such a group, acting in policy areas that go beyond any agreement or contract, that we can develop the flexibility and the mutual respect so necessary to a quality operation at the school building level.

In this discussion of possible models and possible behaviors on the part of the administrators—particularly principals—it was my intent to identify some of the variables and the alternatives that are available to you as principals. You are going to have to decide for yourselves, however, what your role in negotiation is going to be. This is a professional decision, and a personal decision. The National Education Association cannot decide it for you, state teachers organizations cannot decide it for you, the Department of Elementary School Principals cannot decide it for you. It's a decision that you are going to have to wrestle with yourselves individually and you are going to have to make it for yourselves.

Your national professional organization can offer guidelines, the state organization can offer guidelines, and the NEA and other organizations can offer guidelines, but you alone have to figure out where you stand and then behave accordingly. And you have to determine your stand within the framework of state laws—some of which already exist, some of which you may help to shape.

I have tried not to be too prescriptive in the models I have described, although I think you understand my particular bias. I emphasize that the various alternatives I outlined for you are not mutually exclusive; they can be pooled as necessary. The one thing we can say about the negotiation arena is that it is dynamic. It is also traumatic. But I think we ought to recognize that it isn't necessarily overpowering and it can help to make the principalship far more vital. The end result of negotiation can be to regularize practices that would generally be beneficial and fair to all. It can make clear and specific what has been, in many cases—perhaps in far too many cases—unclear and confused. And where mutual cooperation and respect exist between the faculty and principal, the contract or the agreement will typically not infringe one iota upon the rightful responsibilities or the authority of either the teacher or the principal.

Teachers have the right to organize, and this is a fact of life that principals and other school administrators and boards of education across this country must learn to live with. It is a right that is authorized by statute in some states and exists *de facto* in others without legal authorizations. Most authorities are convinced that if teachers are granted the right by law to share in the decision-making process affecting wages and working conditions, the schools will become far more effective.

If, in the arrangement which the teachers choose or in the arrangement which the legislature visits upon your school system, principals and supervisors are excluded by law from representation in negotiation, they should have the right then to have their interests heard and considered. In larger systems, this may mean separate units for administrators and supervisory personnel. In the smaller ones, the rights of principals and supervisors to negotiate with the superintendent and the board may be recognized less formally, but each school system is going to have to make these determinations in a systematic manner. There has been no perfect law devised to govern the process of negotiation. States which enacted negotiation statutes more than a year ago ought to be reviewing them in light of today's realities, and especially in light of what has happened this particular year.

There is one area in which principals can encourage action. Every effort should be made to cut down the risk of militant teacher action, because it does affect the learning opportunities for students. By making sure that teachers are appropriately involved in the decision-making processes where they have not already been accorded that right by law, you can contribute to unity and to the improvement of the learning environment for young people.

The world of state law should, I think, be limited to establishing the rules of the game while leaving the game itself to the parties concerned, helped when necessary by voluntary arbitrators. Any legislation dealing with the inevitable conflicts that will arise in the process of negotiation should strongly encourage the contending parties to devise procedures of their own for settling disputes without interrupting the school's service to children.

By almost any definition applied to public employment under such laws, the principal of the school is a management employee. Once this concept is accepted, there can be few questions about what the role of the principal must be. He must contend with the question of how a two-party system may function within a school and how he, at the same time, can be professionally effective. If the principal feels that he has been dealt out of the negotiation process, I would say it is because he has not been invited, he has not volunteered, or he has not insisted on his right to be involved. Principals have to assert their rights in this regard. There is no question but that the initial, practical impact of the negotiated agreement falls most heavily on the school building principal. If principals have not had a voice in drafting and testing the bargaining agreement or contract, then resentment and disaffection will surely follow, and that leads to more chaos and more confusion.

So the principal, as I see him, really becomes the quality control specialist in the bargaining process. He must put to the test of administrative viability all of the specifics included in the negotiation proposal affecting the educational program. The principal has to take the lead in seeing to it that programs and proposals are received for professional appraisal and consideration.

The negotiation process presents a splendid opportunity for the principal to demand an updating of services to children, and the principal should be knowledgeable and creative enough to suggest alternate methods of implementing the various educational programs and innovations for this purpose. In fulfilling his obligation of public and professional accountability, the principal will increasingly become an evaluator of educational programs—not a rater of teachers, not an evaluator of teaching effectiveness in the traditional sense. He will become increasingly important to the operation of the quality level of the school system as he is able to appraise effectively the quality of the various educational programs conducted in his own building or indeed throughout the school system.

I think teachers have to become more concerned about the outcome of their work, about their educational product, so to speak. They have to be the designers, determining how the process is to be implemented and what will improve the product. Teachers should not follow the narrow specifications handed down by a board of education, a superintendent, or a school building principal. Each child is different. We recognize it; teachers recognize it; and no two classes are the same. Communities have wide variations in values and modes of living, and successful teaching and learning cannot be a fixed process. It should be constantly changing. Good teaching is a creative production, not a routine operation specified by the terms of a negotiated agreement or a contract.

But the program is what the principal must focus his attention upon and make sure that it is effective for its purpose. Teachers, more and more, are working together as members of a team; good instructors are relating their teaching techniques to the home, to other institutions in the community, and to the lay leadership in many and varied ways. The elementary school teacher works with an individual child only a limited amount of time. Most of his school day is spent with groups of children. Teachers surely have their own unique road to travel, but teachers and principals ought to work together creatively to further the welfare of both children and teachers.

There is a strong possibility that the decision for or against continued unity in the profession may be made by teachers themselves. This is a fact that the principal must face. The principal can contribute to unity and to sound decision making by teachers, but teachers are in the majority. During the current battle, I wonder who it is that is working most diligently to make the elementary schools of this nation function better than they have functioned in the past.

John Gardner reminds us that the tough problems are the ones that test our resolve. We will not really find the answers to those problems in our organizations. Through our organizations we can make a common commitment to them to act now. But we must also realize that the final answers to these perplexing concerns really lie within ourselves.

Professional Negotiation

A Report from DESP

PAUL L. HOUTS

THE National Education Association is housed in a blue-green glacier of a building on the corner of Sixteenth and M Streets in Washington, D. C. On a hot summer day, with its well-trimmed shrubbery and ivy and sheets of pastel-colored glass, it gives an impression of coolness that is remotely soothing. Aside from this seasonal offering, the building is likely to be passed unnoticed by the average observer; it simply blends with the other glass buildings that continually sprout up in the new Washington.

On December 16 and 17 [1967], however, the building made up in bustle what it lacked in uniqueness. On almost any day, the NEA is apt to schedule as many as fifteen conferences in the building. Frequently, a group must book a room as long as five months in advance of its anticipated meeting to be assured of meeting space.

On these particular December days, the noise from the neighboring conference rooms caused the occupants of Conference Room C to move upstairs to room 310, a temporarily vacant office (furnished with only a table and some folding chairs) soon to be taken over by Field Operations and Urban Services.

The Department of Elementary School Principals, NEA, had planned the meeting to discuss its role regarding professional negotiation. It

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Paul L. Houts is Assistant Director of Publications, Department of Elementary School Principals, NEA.

openly sought advice on how to help its membership deal with the prickly problem. The purpose of the meeting was not to come up with pat solutions but to provide guidance.

At the December meeting, aside from the three staff members present, the group included a teacher, a principal, and two assistant superintendents. From time to time, specialists in the professional negotiation field from other NEA units were brought in for advice and comments. What the participants had to say provides, in part, the basis for this article. Discussion of a number of other points is included here for purposes of background, clarification, or amplification. In addition, certain relevant remarks from the previous meeting are reported.

I. LATE AFTERNOON OF AN ADMINISTRATOR

Freud once observed that in the Middle Ages people withdrew to monasteries, whereas in modern times they become nervous. Faced with the rising wave of teacher militancy, and too worldly to accept the rigors of monastic life, the school administrator these days is apt to find himself increasingly on edge, left with a vague sense of inadequacy, if not sin, nipping at his conscience. He may wonder if there is no way of escaping the issue. And, of course, the truth is that there is none. Man has devised no surer way of creating the bogey than by pulling the bedclothes over his head. Negotiation is, or will be, very much a part of almost every school administrator's life, like flu shots or the school lunch program. He may turn to executive retreats or daily readings of the Book of Ecclesiastes. But as enriching for his intellect and soul as these recourses may be, they offer no concrete solutions. If he has not yet faced a strike or the threat of one or gone through the negotiation process, he will return to his desk still wondering if perhaps there isn't a jacobite revolution forming at that very moment in the faculty lounge. He may come to glance across the egg salad to his lunching colleagues and question whether they do indeed wish him to a monastery, preferably "that one in Chile."

Of course, he can always deny the very existence of the movement, assume an ostrich-like stance, and pretend that it will never touch him. However, sooner or later, a colleague or an author in some professional magazine such as this will wag his finger at him and observe that "willy-nilly, we are all in this together" and that sooner or later, the times will catch up with him. He may find this unsettling or he may not.

For most principals, the thought of the negotiation movement *is* an unsettling one. At worst (and fear can cover a broad spectrum), the principal may see himself alone, enclosed within a more spartan and leather-upholstered Versailles, about to be overthrown by a snarling mob of teachers who will usurp his rights and prerogatives as a decision maker. Yet, even a less fearful principal cannot help but see negotiation as a threat to his modus operandi. Either way, he must be prepared to deal with the movement or the educational process will be disrupted. He may have to readjust his perception of his role; yet, he must nonetheless continue to function well within that newly perceived framework.

The key to dealing with collective negotiation is preparation. And effective preparation requires involvement. As one assistant superintendent put it:

> "What you [the Department] have to remember is that many principals haven't faced a strike yet. The term 'collective negotiation' is almost meaningless to them. If you want to help principals, a theoretical article isn't going to do it. There has to be an emotional involvement first. Bring them into it. Give them an idea of what it's actually like. You can do this at your Annual Meeting with workshops or simulated case situations."

This administrator was expressing what most members of the conference were feeling and knew to be a fact. The principal must be touched by the new teacher militancy before he is able to realize its importance and relevance. Like going through a divorce or having a tooth pulled, words do not adequately describe unless your listener has gone through the experience himself.

The reaction of many principals to the news that teachers are going on strike is one of defensiveness. Is there any principal who does not feel that he has been fair; that he has dispensed guidance and kindness equally and justly? How could so much human avarice come to clutter up his daily life and interfere with the decent conveyance of knowledge to innocent children?

Certainly, it is an understandable reaction, a human one. We all see ourselves as reasonable people, with at least a fair share of administrative ability. And it is true that many principals are fine administrators. It is also true that a number of principals are poor administrators. It is not the purpose here to determine whether such failings are due to university preparation, or to certification, or to selection policies, or to the curious misdealings of nature. However, it is relevant that one member of the meeting felt that the very possibility of a strike in a community was predicated on the inadequacy of the administration.

"The effective and able principal," he maintained, "is not going to have to worry about a strike; it's the poor administrator who faces trouble."

While the matter is not as clear-cut as that, there is nonetheless a germ of truth in the statement. A glance at any list of grievances substantiates this. Why are the grievances so frequently petty? What about the demand that faculty meetings run no longer than 30 minutes? Most often, the demand is there validly because *some* principal was holding interminable faculty meetings, and an abuse in one school can bring districtwide repercussions. Otherwise such a grievance exists as padding. In other words, the more extensive the demands, the greater the possibility that many of them will be met. This same device of padding is also employed by teachers' representatives as a means of convincing the members of the organization that they are striving diligently to obtain an impressive roster of benefits. The sheer length of some lists of proposals can have a startling effect on the uninitiated, and he will either emerge from a reading, heavy-lidded, as in the early stages of grippe, or come away with a conviction that the schools must indeed be in rough shape.

Participants in the meeting felt that as time went on and the more specific demands were taken care of, grievances would become more general. But none of this is meant to discount another factor: the vulnerability of those in command. The leader of any group, with his accompanying trappings of prestige and authority, is inevitably the man most likely to be criticized. As Galbraith has put it: "Organization almost invariably invites two questions: Who is the head? How did he get there?"[1] Too often, within the current education setting, a third question is posed: How do we get him out?

Quite obviously, this is not a new situation in the relationships of men, and it is possible that even Cain perceived Abel as at least a *potential* administrator. Nor is anarchy the answer, for it will inevitably lead to a certain amount of fratricide which, in the professional world, will be committed on more socially acceptable, though nonetheless damaging, levels. The answer in our modern technological age has been discovered to be a diffusion of authority or power. In other words, the answer lies within the group.

II. THE GROUP

To many people, the idea of teachers going on strike has an unprofessional ring to it, though it is significant that, in some communities, citizens have joined with teachers to protest low salaries and poor working conditions. Yet, as with striking doctors under socialized medicine, it seems a somewhat venal business. The citizen is apt to ask: "Are they no more idealistic or professional than the auto worker or the coal miner?"

This attempt to place the current educational situation within an industrial framework has caused no small amount of confusion. The formula for this comparison is much in evidence: teachers equal labor; principals equal middle management; superintendents equal executives; the school board equals the board of trustees; and one would suppose, if such reasoning were carried further, that parents equal stockholders. Yet, as one administrator put it: "Where else do you turn for a relevant model? Comparisons are inevitable. Teachers are behaving and reacting a good deal as labor."

In reality, some very important distinctions exist. Rather than seeking to solidify their position as labor, teachers are actually demanding a greater voice in the decision-making processes—a distinct function of management within the industrial setting. Confusion arises from their attempts to enter the spectrum of management by using such devices of labor as strikes. In other words, the means are confused with the ends.

Negotiation is an entirely new area for educators, though industry has been living with it for some time. The work unit, which has brought about such relationships as the managerial-employee one, has been in existence ever since man gave up his pottery wheel and began rushing to make the eight o'clock shift. With the change from a handicraft economy to a factory economy, the work unit or force has become increasingly group-structured. Yet, any conglomeration of people is not necessarily a group. Industrial psychologists tell us that to be a group, members must not only have a common purpose and be aware of each other, but they must also interact and, perhaps most important, perceive of themselves as a group.[2] People sitting in a theater watching the latest Elizabeth Taylor-Richard Burton film cannot be considered a group. They are there for a common purpose (to watch the movie) and they are aware of each other (though possibly only dimly since their thoughts are apt to be on Miss Taylor or Mr. Burton), but they do not interact nor do they perceive themselves as a group.

Industry has been working with such concepts for some time now, and for an even longer time they have been forced to take into account the collective desires of a group-oriented work force. In this country, collective bargaining for employees in private industry went into effect in 1935 with the passage of the Wagner Act. But collective negotiation did not become a reality for the world of education until 1961.

Management, like labor, has also become increasingly group-structured.

The day of the authoritarian, paternalistic leader of a corporation is over. He has become more and more a figurehead. And as society has become increasingly technical and specialized, the power of decision making has been transferred to the hands of many, each of whom possesses a highly specialized body of knowledge (not possessed by the others) that is necessary to the decision.[3] Thus, management has come to cover a broad spectrum of employees who all take part—as a group—in the decision-making process.

Each group, of course, will have its leader. But because an individual has been designated leader on the organizational chart, it does not follow that he is the real leader. Before he can be a real leader, he must interact with the group, as well as be accepted as a member of the group. Whether this takes place or not perhaps depends more on the group than it does on the leader.[4]

This concept of leadership and decision making is particularly relevant to the educational situation today. It is true that education has not moved quite as far in this direction as has industry, and it may be, as Robert Louis Stevenson said of El Dorado, that "to travel hopefully is a better thing than to arrive." Nonetheless, it is not too early to predict the ultimate destination. As instruction moves from the group to the individual (albeit, at times to the cadence of a Presbyterian hymn), administration moves quietly from the individual to the group.

The more specialized education has come to be, the less feasible it becomes for decision-making responsibilities to remain within one office. For example, who shall decide whether sex education should be included within the elementary school curriculum or driver education within the secondary school or mortuary science at the university level? This unique progression of learning, taking the child from birth to death, cannot be decided by a single man at each level. Priorities must be established and in the educational world this will be done by a group.

Moreover, as teachers become more necessary to the decision-making process, as they come to possess knowledge that the principal does not have, they feel less inclined to accept the authoritarian principal as their leader. Faced with knowledgeable and imaginative teachers, the inadequate principal feels intensely threatened.

III. MAN IN THE MIDDLE

Lucretia Mott was once heard to exclaim to a fellow suffragette, "Put yourself in God's hands. *She'll* protect you!" The administrator may also be many things to many people, but this may not be nearly as important as what he perceives himself to be. Too often, one participant explained, the principal has perceived of his position as being a paternalistic one. However, the Big Daddy role of the principal is disappearing—if indeed it ever existed. And the principal who holds on to this image of himself, the principal who attempts to shore up the importance of his position by busying himself with endless bureaucratic rules and regulations that simply serve to frustrate teachers, will certainly find himself threatened by upheaval.

A good deal has been made of the principal's position as middle management. However, considerably less has been made of the fact that he often feels a closer psychological bond with teachers. This is due not only to the paternalistic role he may have adopted, but also to the fact that many principals at one time or another were teachers (a situation that seldom applies in industry, where only very infrequently does middle management rise from the ranks of labor). In addition, this close relationship with the faculty is reinforced by the detachment the principal is apt to feel from the central office. His daily contacts with teachers and the number of mutual problems they face are far greater than those shared with the superintendent. The fact is, he needs to relate to his faculty. To quote one administrator: "This need may be his greatest weakness." Consequently, when the principal is rejected by teachers, when his power is challenged by them, he is apt to feel lost and alienated.

Frequently, this alienation is heightened in a negotiation setting by the superintendent himself, who, along with the board, may completely bypass the principal. Faced with hostile teachers and left alone on the sidelines by his superiors to suffer sometimes devastating attacks, the principal becomes embittered and frustrated.

As one former superintendent explained it:

"The perceptive superintendent will keep the principal continually informed so as to let him know he is a part of the administrative team. He will also involve him at three stages. These stages are:

"1. When lists of items come from the teachers' group, the principal should be brought in to analyze what effect these demands will have on the educational program and if, in fact, they are at all feasible. [Apparently, it needs to be said in this connection that involvement means more than the superintendent simply listening as a matter of courtesy to the principal; he must make use of his advice and apply it to the negotiation process.]

"2. During the actual negotiating dialogue, the principal may or may not be involved. This will be a purely local matter.

"3. After the contract has been negotiated, the principal will again be brought in to discuss the educational implications of the new contract."

This involvement, of course, places principals clearly in the role of management, as trends indicate. Nevertheless, while this may apparently clarify the matter, a number of principals express concern over this role as an adversary. They question the effect this will have on working relationships and establishing a dialogue with their teachers. One principal explained his fears this way:

"How can I face teachers across a table as my opponents one day and not carry some hostility—or insecurity—into my school the next morning?"

Many point out that this is no different from the man who is engaged in a friendly poker game. The other players are certainly his adversaries, but once the game is over they all resume their friendship. This may be true of a card game, but the analogy is a poor one. The fears of many principals that things are not quite so simple as that indicate the extent of their psychological ties with their faculty.

Does all of this mean that the principal is, in fact, middle management? As the industrial model for negotiation is used more and more, the principal moves further into a position of middle management. In addition, a distinct trend is developing toward the principal as a combatant in the negotiation arena, trying to preserve his own rights under the erosive pressures of teacher militancy. In such a situation, a principal may represent management one day when negotiating with teachers and appear as an employee the next when he negotiates with the board for his own interests. This development is not necessarily inconsistent with his position as middle management. In the industrial field, also, middle management appeared for a time on the negotiating field. As industry awakened to the needs of its middle management, such groups turned to more social and, we may assume, more elegant functions.

Nevertheless, the principal's position as solely middle management is a doomed one. As teachers begin to take a greater part in the decision making, and as the aforementioned trends toward group decision making become more widespread, the principal will find himself left with only the trivia of management—the pomp and bloat of administration. To be truly effective, he must jettison these trappings in favor of becoming the instructional leader of his school. One principal stated the issue this way:

"When you come right down to it, this is the most important function the principal can perform; it's also the one he is most afraid of losing through teacher militancy. He may be afraid because when all is said and done, his rank will no longer shield his inadequacies in fulfilling this responsibility."

However, before the principal can become the true instructional leader, he must be accepted as such by his faculty. Only then will his functions be to improve the instructional act of the teacher, to act as a gatekeeper of change, and to *assist* teachers in the decision-making process. This new role of the principal will represent not an erosion of former responsibilities but rather an enhancement of them.

IV. ORIGINS OF TEACHER MILITANCY

If it helps, elementary and secondary school principals may take comfort from the fact that university administrators are also currently under attack, though the attack on that level is most likely to come from the student body. As James Reston has pointed out, "Instead of chasing girls, the boys are now chasing college presidents." The fact is that sniping at educational administration has come to be fashionably popular these days, if not for some a virtual act of faith like being a Methodist or a Democrat. The school principal, in particular, is faced with a growing wave of teacher militancy that he could never possibly have foreseen or prepared for during his university days.

There are any number of reasons for this militancy, but perhaps one factor should be mentioned at the onset: These are quite simply revolutionary times. Throughout our society there are active attempts to transfer power from one class to another. We have already seen how some of this transfer of power has taken place within the small and comparatively tame context of the organization. Other attempts are not so tame. In addition, a highly accelerated rate of change has contributed to this revolutionary aspect of our age. And in this sense our society is perhaps the most revolutionary of all.

Against this backdrop a number of other reasons are visible. The first is perhaps the enormous attention focused by both the government and the public alike on the education profession.

If our society once offered an economic mobility for those without much education, it no longer does. The literature of an earlier era abounds with Horatio Alger tales of those who made it by dint of their ambition, the grit of their teeth, native ingenuity, and a fervent love of motherhood and money. What they found when they reached the top may have been another story, but the opportunity was there. It was an age when the single-minded entrepreneur could flourish and prosper. He could and very often he did, sometimes leaving his name as legacy emblazoned across foundations and libraries. Much of this romantic tradition offered a challenge and a sense of hope to both the man in the street and his sons. They seized it as the stuff of dreams and came to feel that "book learning" was more luxury than necessity. For those less grandiose in their hopes, there remained the simple fact that a place existed in our economy for unskilled labor.

Today, the public holds no such illusions. In a highly technical and specialized age, education has become essential for any degree of success, and society is now divided significantly between those who possess the necessary education or skills and those who do not. For the second group, both social and economic mobility have become a very difficult matter. For these reasons, the public has come to place far greater demands on its teachers than it ever did before.

The government, cognizant of the needs of the economy for more highly trained and skilled personnel, has shown an unprecedented interest in and support for education. This enormous attention, focused by both government and public alike on the education profession, has given the teacher a new and increased awareness of his importance. Behind this, of course, lies the theory that nothing can convince man of his value or his unfortunate state so much as public recognition of the fact. In this case, it has provided teachers with an impetus to reappraise their position. They have done this and have come up with a number of predictable conclusions: The demands on them are greater than ever; their salaries, working conditions, and status are still inadequate. For in spite of all the attention focused on education, the machinery of a bureaucracy is apt to move slowly. Since the end of World War II, educators have been patiently waiting for the nation to give much needed attention to the problems of the public schools and the cities. Too often, other more illusory national goals have interfered. And, to quote one administrator, "when the delivery is inconsistent with the promise, frustration and anger inevitably result."

The decline of the city and the resulting conditions in the urban school have added to the dissatisfaction. As one participant recalled:

> "I can remember the day when the urban school was looked upon as a model of good educational practices. The money was there; the facilities were excellent. Now such advantages have disappeared, and the city schools are in desperate shape. Their sense of independence is gone; they need help badly, and for the first time in a long while, they're willing to ask for it."

Certainly, the problems of the city are among the most persistent and complex of our time. One educator expressed it well when he said,

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"The urban problem makes the old perennial farm problem look simple." The secret of the urban school is out. Its deterioration is a matter of public knowledge, testified to over the past several years in any number of grim documents. The public has become inured to tales of imaginative teachers in such schools being forced to leave or, perhaps worse, forced to accept the status quo. Yet, where to place the blame?

"I feel little sympathy for the large city teachers" (and this was from the most militant supporter of teacher welfare in the group). "They should have done years ago what members of the medical profession did: They should have stood up and refused to work under such conditions. Doctors refused to work in antiquated hospitals. Teachers should have refused to work in buildings that were toppling down on them, where they never had a chance to function as professional people. Who is to blame? I blame them."

The answer is, of course, that blame cannot be shifted entirely to one side or another any more than it can be divided equally like a sandwich. The deterioration of the urban school is as much due to the plight of the city as it is to poor administration or to an ill-equipped faculty or, for that matter, to a vast and impersonal bureaucracy and an apathetic nation. If there have been incompetent bureaucrats on hand to make a muddle, there have also been teachers whose professionalism has extended only to the white middle class.

Nevertheless, the difficulties of the urban school have served to bring the plight of the teachers to public attention. Many articles, speaking out for them, seem to say in essence, "This in all its misery is what we must face each day." Frequently, such an attitude conveys not only an attack on the educational bureaucracy, but on an increasing population of nonwhite students. The point, even when most subtly made, has not been lost on the ghetto dweller. And so, while paradoxical, it is not surprising that last summer's strike in New York City was unpopular with ghetto parents.

And at this point, there must be discussion of the role of the unions and the associations as contributing factors to teacher militancy.

In 1961, the United Federation of Teachers won bargaining rights for New York City teachers. In 1962, the National Education Association entered the field by adopting a resolution asking boards of education to voluntarily develop negotiation agreements.

It is significant that the movement began in the city. Plagued by thinning ranks, the unions had long been seeking new areas of potential membership. In the intensely dissatisfied city teachers, they found both a logical target and a substantial base of support. For most of these teachers, the reasons for joining the union were quite plain; they were overworked, underpaid, and undervalued. For many, the union represented a chance not only to improve their own status and provide redress against the educational bureaucracy but an opportunity to genuinely improve the quality of city education. For some, there was the need for protection—protection from a large onslaught of the disadvantaged in a school system geared to another generation and another class of students. Many of these teachers, products of low-income families themselves, have viewed the teaching profession as a means of social mobility. Faced with poor working conditions, overcrowded classes, and a large nonwhite student population, they saw the union as an outlet for their frustration and disappointment. For still others, coming from labor families themselves, the union seemed a logical method of improving the profession. Reinforcing all these reasons was the intense anonymity of urban life.

Taking a cue from their urban colleagues, suburban teachers soon followed suit with similar demands. In many suburban areas conditions were little better than in the city. But even in areas where teachers are making comparatively high salaries, militancy frequently takes hold. A contributing factor in such cases is apt to be the one-upmanship role of either the union or the association.

With the NEA's entry into the negotiation field, a vast and chilling spirit of competition has become evident. Continually, the union claims its superiority in improving the welfare of teachers by citing its long background and experience in tackling management; continually, the NEA denies that the union's expertise is in any way superior to its own. At times both sides find it necessary to place the desire for more membership before genuine educational concerns.

For the NEA, however, the professional negotiation field has been a more complex endeavor. First, it has found it necessary to maintain its image as a professional association and not as a union, though concerns for teacher welfare occupy an increasingly larger part of its total effort. As one member of the conference pointed out, semantic differences must be tied to this one point (vis-à-vis sanctions rather than strikes). Secondly, the inclusiveness of the NEA, with administrators, teachers, and subject matter groups housed under the same roof, has caused certain complications, which not only reflect the current militancy of teachers but threaten to disrupt any amicable arrangement. At the moment, some NEA members and some departments are expressing the idea that it may be time to break away and form another association—a professional association—leaving the NEA to act solely as another union concerned primarily with matters of teacher welfare. The question must remain whether there is a need for more than one teacher welfare group.

Finally, any discussion of the reasons behind teacher militancy should take into account what one administrator termed the force of recently acquired power. As he said: "Teachers have been held down for a long time; now they have the power and they are militant. They are going to use that power. They have felt themselves to be second-class professionals; now they are determined to alter the situation."

V. DIRECTIONS

Few administrators would deny that the collective negotiation movement contains within it a considerable potential for improving education in this country, though few also could resist attaching an "if" here and there. As one principal stated it:

"I'm not against higher salaries for teachers or anything that will improve and upgrade the teaching profession. And I certainly support equally any demands that seek to provide a better educational program for the students. Perhaps sometimes it's necessary to put it in the contract that the light bulbs will be changed when they blow out. That type of demand is a pretty devastating indictment as well as an indication of how ineffective the administration is in some schools. But if teachers are going to attach their demands behind a placard of a better education for the children, then they're going to have to do some things on their own to support their good intentions. For one thing, they are going to have to begin policing their own ranks. We hear a great deal about ineffectual administration, but what about the really bad teachers some school administrators, not to mention children and parents, have to put up with? If teachers want higher salaries, more responsibility, then they are going to have to put up with less security, less tolerance of second-raters. Another point: Teachers demand educational benefits for the students' sake. In too many instances, it's a simple raise in salary that gets them back into the classroom. Somehow those other demands for better facilities, improved materials, and smaller class size are very quickly forgotten."

It is still too early to weigh and evaluate the effects the movement will eventually have on education. But it is not too early to look at some trends that will have an impact upon both teacher militancy and the educational program.

- As teachers come to have a greater role in the decision-making process and as their needs for salary are met, they will increasingly identify with and feel a commitment to the over-all goals of the school. This may take some years, but when it is brought about, it is probable that teacher militancy will fade and that the role of the unions and associations as welfare groups will diminish. In this connection, the auxiliary personnel movement invites exploration. For example, as teachers come to have their own staffs and become increasingly involved with management of such personnel, will they come to identify more with the administration? In this sense, it is quite possible that schools will become teacher governed much as are colleges.

- A public reaction to teacher militancy may form and the public may resume firm control of the schools. Such a movement is already appearing in New York City among Negro and Puerto Rican leaders who are demanding that city schools must be accountable to parents for their failure to teach children. Ironically and perhaps tragically, dissatisfied parents are using reading score averages (scores that are in themselves irrelevant and poor indicators of true learning) to back up their charges of failure. In this connection, the Bundy report, proposing decentralization of New York City schools, is particularly relevant. The Bundy report proposes that the city schools be divided up into from 30 to 60 essentially autonomous school districts. Each one of these districts would be run by a local school board with 11 members. These 11 members would consist of 6 elected by parents of school children and 5 community residents appointed by the mayor. Most important, the boards would have power to determine curricula, to spend money, and to hire and fire superintendents and teachers. If adopted, the Bundy plan could have major nationwide significance.

- Though it is still to early to predict, the educational industrial complex could offer some hope for the urban school situation as well as change the tempo of education throughout the country. Industry, of course, cannot help but see the schools as at least partial training grounds for the highly specialized personnel it will increasingly require in future years. Whether it is any more knowledgeable or adept at education than the present system remains to be seen. One thing is certain: Its potential for changing the lives of teachers and the organization of the system is considerable. With its vast funds and organizational know-how, it could bring an efficiency and technology to the classroom that would truly bring education into the 21st century. For the moment, however, there is some reason for being wary.

Throughout the meeting that has been reported here, there was thoughtful attention to the reasons for teacher dissatisfaction and militancy. Teachers are militant—not because the majority of them wish to bring about chaos and turmoil but because salaries *are* low, because working conditions often *are* poor, and because educational reform *is* needed. For comparable reasons, perhaps administrators might well be militant themselves.

But administrators and teachers share a responsibility for seeing to it that demands for reform are in keeping with the very best interests of the educational program. They share, too, the responsibility for discriminating between responsible criticism and irresponsible attack. Whenever a group, a profession, or a nation for that matter, faces turmoil, the voices of the rabble rousers and the unreasonable are raised. The voices of the venal, the stupid, the corrupt, and the political gain a more confident timbre. All sides must learn to recognize these voices for what they are and never mistake them for the voices of reason. If rationality cannot be expected of the academic community, there are few places where the general public can *safely* turn.

By the end of the meeting most members agreed that some of the most important things the Department could do were to help principals keep informed about current activities and thinking related to professional negotiation; help principals develop skill in handling themselves on the negotiation scene; and focus increased attention on sound decision making and good staff relationships. These are the remedies that will help smooth the negotiation process, help prevent substantial disruption of the educational process, and help bring about enlightened relationships for both teachers and administrators.

FOOTNOTES

1. Galbraith, John Kenneth. *The New Industrial State*. Boston: Houghton Mifflin Co., 1967. p. 47.
2. See "Work Units, Teams . . . or Groups?" Rush, Harold M. F. *The Conference Board Record,* January 1967. New York: National Industrial Conference Board.
3. Galbraith, *op. cit.* For a more complete discussion of this concept of decision making, see pp. 60–71.
4. Rush, *op. cit.*

New Directions for Collective Negotiation

JAMES C. KING

FOR those of us who have watched each educational change occur over a span of decades, the very rapid assimilation of collective negotiation[1] appears as an educational phenomenon. In 1961, the teachers' union won bargaining rights for New York City teachers; in 1962, the NEA published resolutions asking boards of education to voluntarily develop negotiation agreements; and at the end of this current legislative session, 20 of our 50 states most likely will have laws requiring or permitting boards of education to negotiate with their teachers.

JUST WHAT IS COLLECTIVE NEGOTIATION?

An administrator's description of the process of collective negotiation may be akin to the description of the elephant by one of the three blind men. Current definitions range from "an emancipation proclamation for teachers, offering a panacea to educational problems," to "a usurpation of board of education authority and an erosion of administrative prerogatives." Neither of these definitions seems applicable. Contributing to the confusion are the variety of forms which negotiation has taken, the credibility gap between stated purposes and the welfare

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James C. King is Principal, Harman School, Oakwood City Schools, Dayton, Ohio.

tone of the master agreements, and the varying roles assigned the participants in negotiation. At this point, we might define the process as an evolutionary step in educational organization with a potential for much good or much evil, depending primarily upon the motivations and the attitudes of the participants.

In America, policies affecting the school have traditionally been made by the board of education. Generally, these policies have been made upon the recommendations of the superintendent who may or may not have involved teachers, principals, or others. Collective negotiation substitutes for this procedure bargaining sessions wherein representatives of the local teachers' group sit across from representatives of the board of education, as peers, and hammer out all policy matters "of mutual concern"[2] with provision for arbitration or mediation when the parties cannot reach agreement or compromise. Although most states do not permit the local board of education to relinquish its responsibility for operating the schools, they may require those boards to conduct formal negotiating sessions which do not legally require capitulation but exert very real pressures. The process is designed to provide give and take in the form of demands, counter-proposals, and logical compromise. Both sides bargain with a keen awareness that unresolved agreement could cost them dearly; for boards of education, the cost may include the fostering of low teacher morale and possibly the denial of employee service; for teachers, the cost may entail the ultimate loss of community support if unreasonable demands are made.

At least three factors appear to impede the smooth implementation of this new process:

1. *A persistent effort to pattern educational negotiation after the labor-management model.* The fact that industry is primarily concerned with rendering a profit, whereas education is primarily concerned with the quality of the product, means the bargaining process must be *adapted* rather than *adopted.*

2. *Too much wheel spinning in discussions of democratic administration.* These discussions refer frequently to the teacher's inherent democratic rights. The comparison of a teacher's role as a school employee with his role as a citizen is a poor analogy leading to erroneous conclusions. As a citizen, he participates in an organization that is primarily committed to rendering services to him. As a school employee, he participates in an institution primarily dedicated to the quality of the service it renders pupils. To this end, his personal preferences will come second at times to this central consideration.

3. *A distortion of the true impetus for collective negotiation by the*

rationalizations concerning alleged educational advantages to be derived from this approach to policy making. In reality, any educational advantages originally sought are quickly lost sight of as soon as union and association negotiations settle and remain in areas of teacher welfare.

At least in theory, collective negotiation can be honestly presented and stand on its own potential educational merit. Administrative decisions should be better when they rely not on rank but on competence for decision making in the area under consideration. When teachers are involved appropriately in decision making, they provide additional insights and they also get a better understanding of the community's potentials and problems. Teacher fulfillment should be reflected in better classroom performance.

The large community of common interests shared by teachers and administrators should make it possible for them to negotiate at the integrative or problem-solving level, rather than to adopt the distributive level commonly used by industry.[3] The mutual concerns of administrators and teachers, in fact, should often put each negotiating team on both sides of the table as they struggle to reconcile their desires with school district limitations. Whether collective negotiation turns out to be a method of joint decision making or the means of defining the rights and benefits of employees is yet to be seen.

WHERE DID COLLECTIVE NEGOTIATION ORIGINATE?

It has been alternately hypothesized that collective negotiation is the result of:

- a distressing feeling of anonymity among urban teachers
- a local conservatism which makes taxpayers recalcitrant in providing school support
- an increase in the number of teachers from labor-oriented families
- a resentment on the part of today's well-trained teachers chafing under administrative practices geared to the normal school era
- a national acceptance of the philosophy that each employee has the right to negotiate with his employer regarding the terms of his employment.

In reality, collective negotiation is probably due in part to each of these factors, and to many others so subtle as to defy classification. The simple fact that schools are becoming larger, more complex, and less personal tends to date the paternalistic role of the superintendent. In his dual role of educational leader and board representative, the superintendent is being stretched rather thin, making it difficult to serve the best interests of both groups simultaneously.

The union forces have quite openly sought to exploit the membership potential and the prestige of America's teachers to swell their depleted ranks. Toward this end, they have labored long and arduously in the area of teacher welfare because this has proved to be an effective approach. The professional associations exploit a similar concern for the welfare of the teacher, only they couch the proposed changes in terms of educational advantages to be realized. Both groups have found ready acceptance in a wave of unparalleled teacher militancy. In this enormous operation of public school education, administrative abuses are not difficult to find. But a single abuse is apt to cause a disproportionate reaction. For example, one principal's passion for lengthy faculty meetings can lead to district policies regarding both the length and frequency of faculty meetings.

HOW DOES COLLECTIVE NEGOTIATION AFFECT THE PRINCIPAL?

Exactly how collective negotiation affects the principal hinges primarily on factors at the local level. Feedback from principals who have worked within collective negotiation agreements ranges from the Brooklyn principal who is all but manacled by a master contract about which he was presumably not consulted,[4] to the Michigan principal who feels collective negotiation has been a strengthening influence in his district.[5]

Unfortunately, neither the union nor the association version of collective negotiation contains a clearly defined role for the principal. The results of this failure to clarify the principal's role are clearly in evidence: in a few communities the principal is involved on the teachers' team; in a few instances on the administrative or board team; and, in most cases, not at all.

The principal is held responsible for activities in the building in which he serves. Consequently, he is usually given a rather wide latitude to function within broad policies, exercising many administrative prerogatives based on his training and experience. Assuming that the principal is aware of his responsibilities to students, teachers, and taxpayers, he has been assigned such duties as placing teachers, assigning rooms, preparing schedules, and numerous other functions—many of which he performs with appropriate assistance from teachers. As teachers seek the right to develop all policies bilaterally, the new policies can, and often do, preclude former administrative prerogatives. It would be interesting, incidentally, to know if the teachers who feel the need to protest the principal's responsibility are those who have not had the experience of working cooperatively with the principal and with other teachers in making decisions on pertinent aspects of school operation. In any event, experience suggests the wisdom of having both negotiating parties consult with the principal about the logical consequences of proposed policy changes.

There is much controversy as to which "side" the principal should be on, or whether he should be a neutral third party representing the best interests of the children. Districts which have American Federation of Teacher groups as bargaining agents leave no room for speculation; they deny the principal any role on the teachers' side. Approximately 50 percent of the local professional associations do likewise, and the percentage is rapidly growing.

Benjamin Epstein contends that those principals who still enjoy membership in their local associations will find this position untenable in the face of a strike, sanction, or even the standard grievance procedures which irrevocably cast them in their role of administrator. Although the National Education Association has consistently suggested that principals can function within the local, state, and national association without conflict, it makes the matter of including or excluding principals from membership in local associations a matter of local option. Many superintendents and boards of education share with teachers a reluctance to have the principal serve on the side of the teachers. From the limited feedback we have gained, evidence shows that most often the principal is in accord with the objectives teachers seek and should be able to support them when their actions are compatible with the best interests of the educational program. He must be free to disagree, however, when he feels they are acting in ways that are detrimental to the program. To some, this would imply a consultant role, wherein the principal is "attached" to neither side, but is present in an advisory role at the negotiating table when the items under consideration affect the building he serves.

This leaves the matter of the principal's representation. If teachers are granted the right to negotiate the terms of their employment, does it follow that principals, assistant principals, supervisors, and others who are denied membership in a Simon Pure teachers association would be denied similar privileges? There has not been general acceptance of the concept of having teachers bargain for principals' salaries and terms of employment. If principals are to form a second, and independent, bargaining group, this arrangement will undoubtedly take many forms as it is worked out on the local level. If the quality of the educational program is to be maintained throughout the negotiation process, some way is going to have to be devised for the building principal to play a role of influence on items under consideration at board-teacher negotiation. Some methods now being utilized are:

1. A joint review with principals (or principals' representatives in large cities) sitting with the superintendent and/or the board to cooperatively review, analyze, and evaluate the demands of teacher negotiators in terms of the positive or negative effects on school management and quality of education. This joint review becomes the basis for the board-superintendent response in negotiation.
2. Representatives of a principal-supervisor team may be permitted full-fledged membership on the board's negotiating team.
3. Representatives of a principal-supervisor team may sit in on three-party conferences with board and teachers.
4. A series of teacher-administrator negotiating units may work on various areas and transmit conclusions to superintendent or board to be worked out with the teacher negotiators.

Luvern Cunningham of Ohio State University has said that "about all we can say definitely is that if the principal is to be heard, he must be heard as a member of the administrator's team rather than as a spokesman for the teachers." This seems sage advice in view of the seemingly equal reluctance on the part of teachers to have principals speak for them and on the part of boards to have their principals allied with teachers' groups. It is an ironic sidelight that principals in some of our states lack a prerequisite for the role of combatant, namely, contract protection.

Arguments against including the principal on the teachers' team include:

1. A fear of administrative coercion.
2. An apparent or assumed conflict of interests.
3. A weakening of the teacher position if the interests of the principal are considered.
4. A "suspect" attitude toward the principal as the superintendent's agent.
5. A feeling that the principal's role as a member of the teachers' group is incompatible with his role as the first rung of the administrative ladder in all grievance procedures.

Arguments for inclusion are:

1. Administrative and faculty concerns cannot rationally be separated.
2. A commonsense approach to problems avoids coercion.

3. The process democratizes and actually strengthens administrative authority.

4. Both principals and teachers are agents of the board of education.

5. Involving principals assures that their major needs will be considered.

WHAT SHOULD YOU KNOW ABOUT COLLECTIVE NEGOTIATION?

Collective negotiation, just as any other new process, has its own special vocabulary; some of the terms are borrowed from labor and some are coined. The principal striving to understand the process and hoping to play a significant role should assume the responsibility for understanding such terms as "good faith" with all of its implications. Although there are few in-depth studies of this relatively new process, current writings provide an impressive list of do's and don'ts regarding what should and should not be a part of the master agreement or contract. The principal should attempt to become knowledgeable in this area to the point that he will be consulted and involved when a master agreement or contract is written for his district.

One of the most significant benefits in studying collective negotiation is to allay the fear and apprehension with which many have approached it. A school board in Ohio and another in Michigan reacted to teacher demands by firing the entire faculty. In both cases these boards were forced to backpedal all the way as they finally granted every one of the original demands of the teachers and reinstated the faculty with a promise of no reprisals. The adamant board of education and the selfishly militant teachers' group are on a collision course which can only be averted by an understanding of the other's position.

A principal should understand the legitimate pressures that are a part of the collective negotiation process and not succumb to the weakness of regarding the sometimes militant behavior of teachers as a personal affront. He must avoid a defensive attitude and recognize the merit in a given proposal, regardless of who advances it. He should seek to improve his intraschool communications, thereby avoiding those misunderstandings which breed resentment and suspicion, bearing in mind that teacher satisfaction on the job and quality of instruction are correlated. He should not let himself be in the position of the principal who was described as "too busy even to change his philosophy."

WHAT CAN THE PRINCIPAL DO?

Beyond making himself knowledgeable in the field of collective negotiation and thereby an indispensable party in the negotiating process, the principal may consider certain actions individually and collectively. For those who are troubled over the omission of the principal in negotiation legislation, several alternatives exist. If the principal's state already has a law which excludes him, he can ally himself with the secondary principals, supervisors, and others sharing his dilemma in order to seek an amendment which would include him. If there is not yet a law, he can exert his influence on his state association to have the principal included. The degree to which the principal is or is not involved, however, will depend more on his ability to contribute than on statutes requiring his involvement. Local and state principals' organizations may want to cooperate with other administrators to plan in-service programs designed to develop proficiency in negotiation.

WHAT DOES THE FUTURE HOLD?

In the future, some standardization will probably take place in the composition and functioning of negotiating teams. At the moment, lay boards of education are at a disadvantage as they encounter labor representatives with a heritage of bargaining experience. Many now feel that the board members should not enter into negotiation but should delegate this responsibility to a team possibly composed of the superintendent (or his representative), the business manager, personnel administrator (or assistant superintendent), a principal, and possibly legal counsel. As negotiation occupies a larger and larger block of time, the superintendent will tend to delegate more of this responsibility. In many districts the superintendent is the only full-time resource person the board has. Under the pressure of increasing demands to appropriate an ever larger portion of their revenue to salaries, the boards may well attempt to relegate salary responsibilities to the state legislature.

With the knowledge that mediators may not grant all requests but are apt to grant some, teacher groups tend to request more than they actually expect. (One Connecticut district submitted 40 pages of requests for changes in working conditions.) In all likelihood, boards of education will in turn submit counter demands of their own for consideration.

A continuing problem will be the teachers' insistence upon immediate action. Boards are sometimes accused of acting in "bad faith" when in reality they don't know what their operating revenue will be until the legislature has acted.

It is apparent at this time that the teacher's hat-in-hand relationship with the board of education is over. William Carr has pointed out that:

> . . . Teachers are determined to have a voice about the conditions in which they work. They expect a more equitable share in this affluent society which their services have significantly helped to create.
>
> Most American teachers have not become cynical, grasping clockwatchers, even though some of them may sometimes act in ways that create this unfavorable image in the public mind. I think, however, that teachers are militant; that is, ready to fight for public recognition and respect. They are not willing to wait until retirement and then be overwhelmingly grateful for a farewell luncheon and an engraved silver tray, or misty-eyed for a set of matched luggage. They want action now, if not yesterday, and they are organized to get action.

A board member from Illinois expressed the temper of the times quite succinctly when he noted that, "Existing relationships have been changed forever. We need realism, rationalism and restraint—the greatest of these is realism."[6]

FOOTNOTES

1. This hybrid term is particularly appropriate for it relates equally well to the process of professional negotiation, as advanced by the associations, and to collective bargaining, as envisaged by the teachers' union. There is more difference in the semantics than in the process.

2. This terminology is often used to describe which items are negotiable.

3. Integrative: agreement is reached on mutual problem to the satisfaction and benefit of both sides. Distributive: conflict is resolved by coercion and compromise so that one side's gain represents a loss to the other side.

4. Slominsky, David. "The Agreement and Some Implications for the New York City Elementary School Principal." *National Elementary Principal* 46: 35; February 1967.

5. Ten Eyck, Allan. "Principals on the Negotiating Team." *Michigan Department of Elementary Principals Journal;* January 1967.

6. Combe, George W., Jr. "How to Minimize Teacher vs. Board Conflicts Over Collective Bargaining." *American School Board Journal* 153: 53–54; August 1966.

Directions in Negotiation

ROBERT R. ASNARD

"UP, up, and away, with TWA" goes one of the current airline commercials. From time to time, some of the catchphrases from commercials enter our everyday conversation, making the Madison Avenue pitchmen quite happy. We could use the TWA slogan to characterize the changes in negotiation data from last year to this, because the figures have gone "up, up, and away. . . ."

Here are a few comparisons of 1966-67 data with data for 1967-68:

1. The number of school systems with negotiation agreements has risen from 1,531 to 2,212, an increase of 44.5 percent.
2. The number of instructional staff employed in school systems with negotiation agreements has increased by about 40 percent—from 648,322 to 909,976.
3. While four states (Alabama, Georgia, Hawaii, and Louisiana) still have no negotiation agreements whatsoever, the number of agreements filed for California has reached 371. The number of agreements filed for California is 30 greater than the combined total for 34 states, of which one state has a mandatory negotiation statute.

This article is based on a speech delivered by Robert R. Asnard on June 17, 1968, at a conference on professional negotiation at Indiana University, Bloomington, sponsored by the Department of Elementary School Principals, the Indiana Association of Elementary School Principals, and Indiana University.

At the time the speech was delivered, Dr. Asnard was Assistant Director, NEA Research Division. He is now Director of Research, California Teachers Association, Southern Section, Los Angeles.

4. 94.8 percent of the instructional personnel in the Michigan responding school systems are covered by agreements, compared with 0.6 percent in North Carolina.

5. An estimated 42.4 percent of the total instructional staff of the public schools in the United States this year are employed in school systems with negotiation agreements, compared with 31.3 percent in 1966-67.

6. The 2,212 school systems which this year have negotiation agreements have filed 2,225 agreements in the NEA Research Division depository, as compared with 1,540 last year.

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To get an idea of the various ways in which a principal would have to operate in order to take part in negotiation, consider some of the state statutes.

1. In Michigan, the negotiation statutes utilize collective bargaining in the labor connotation, requiring personnel with supervisory duties to be in a bargaining unit separate from that for the teachers. If the administrators wish to negotiate, they must be recognized by the school board and have their own agreement with the board.

2. In New York State, the basic unit determinations are made by each school board. The board decides if there will be one or more units and, if more than one unit, the positions that will participate in each unit. If the school board determinations are contested, final determination is made by the Public Employment Relations Board.

3. Under the Connecticut statute there are either one or two units, and the decision is made by a vote of all the certificated personnel. If the personnel decide to have two units, inclusion in a unit is determined by the type of certification required for the position—for example, a person in a position that requires an administrative or supervisory credential is assigned to the administrative unit.

4. The Nebraska statute, a permissive rather than a mandatory one, authorizes the use of all-inclusive units. In case of a question as to which organization shall be recognized, the organization that has enrolled a majority of the certificated personnel of the system as members for the two previous years is the recognized organization.

5. In California and Minnesota, if two or more organizations seek to represent their members, each is assigned the number of seats on a negotiating council that is proportional to its share of the school system's organizational membership. In these states nonmembers are not repre-

sented, and, since dual members are counted only once, their membership helps neither organization. The negotiating council represents *all* certificated staff for negotiating purposes.

The above rundown, highlighting the variations in the state statutes, should explain why the instant recipes for dealing with negotiation—the cookbook for which some principals seem to be looking—just can't be found. Each state is so different that no guidelines could possibly be satisfactory in all situations.

In some negotiation situations the principal is considered to be with the administration; in others he is with the teachers; and in yet others he is in the "no man's land" in between. How does a principal have to operate in order to be represented? For purposes of this discussion, the principal will be considered as an employee desirous of being heard along with others.

Under the California law, the principals would have to decide whether they wanted to form an administrators group and seek a place on the negotiating council to make their voices heard, or whether they wanted to work within the teacher organization to obtain support for their ideas. This decision would have to be made locally by the principals involved, and it would probably be made on the basis of their number, their solidarity, attitudes of teachers, teacher-principal relationships, and so on. But it should be remembered that only the principals can make the decision.

Many of the factors involved in the California decision are also involved in Connecticut—along with some variations. In California, only principals decide whether or not to form a separate organization; in Connecticut, teachers have as much say—if not more—than the principals, because they can decide whether they want principals (and other administrative and supervisory personnel) in the unit with them. If the teachers do not want them, the principals have to decide whether they want to form their own group or be unrepresented.

Under the Massachusetts statute, the principals must form their own group, if so determined by their state labor board, even though it *may* be a separate unit of the organization that represents the teachers. In Rhode Island, principals are excluded from the negotiation statute. In Washington and Nebraska, the representation is through all-inclusive organizations. Principals, like teachers, must learn to adapt their modes of operation to the state negotiation statute. If they are in a state without a negotiation statute, such as Illinois, Ohio, or New Jersey, the principals in 39 different school systems are likely to be going 40 different ways, for representation purposes.

Looking beyond representation, where is the principal's place in negotiation likely to develop? Will the principal become a negotiator for the school system? The traditional role of the principal has been as educational leader in the school. Is this likely to continue? Will the principal take on new roles under negotiation?

From last year's survey we found that principals are seldom involved as negotiators for the board of education; that is a function of central office personnel. Further, the principal should not be expected to become a negotiator for the school board when he is a member of the bargaining unit. To put it another way, he cannot be expected to negotiate against himself; the representatives of the school board should do the negotiating.

The principal can and should expect to participate in developing and formulating those goals or policies that the administration might want to negotiate with the teachers. This is true whether these be policies for employing and utilizing paraprofessionals or advice to the administration on just how detailed a set of pupil discipline procedures should be in an agreement.

Most educators recognize that the principal has been the effective, direct educational leader of the teachers in a school. A central office administrator often has the titular educational leadership position, but the day-to-day implementation of policies from "on high" falls to the principal. So also do matters of personnel. These two functions will probably become even more important to the principal under professional negotiation

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The edicts may largely have vanished, but matters of unequal treatment, injustice, and misinterpretation are still with us and probably will be for some time. The way to solve these problems and differences is through the grievance procedure.

A grievance procedure is a method of resolving problems of agreement interpretation, infraction, injustice, and noncompliance. It is formal, structured, and specific. More than 40 percent of the grievance procedures in the 1966-67 agreements went to final and binding arbitration. Eighty-five percent of all the grievance procedures in the NEA Research Division files for 1967-68 went to final appeal outside the school system for either an advisory or final and binding decision.

The principal is the first person to be contacted about a grievance on most subjects. He would be bypassed if the grievance were not of school origin, or if it involved more than one school. The main roles of the principal are: a) to run the school well so that few grievances are filed; and b) to see that, when grievances *are* filed, they are solved to the satisfaction of all parties, thus precluding their being taken to the next step in the procedure which is usually the central administration. No principal should be expected to solve all of the grievances originating in his school, but he should logically be expected to resolve most of them.

Some grievances seem to be inconsequential. But if the items are important enough to occasion the filing of a grievance, they are of concern to at least one member of the school staff, they may be symptomatic of other problems, and they should be of substantial concern to the principal.

A grievance is a problem. It may be due to noncompliance with the agreement; it may be due to misinterpretation of the agreement. Whatever its origin, it needs to be resolved. And the best type of final step in a grievance procedure is final and binding arbitration. If you are wondering why, consider this problem. Assume that the recognized teacher organization files a grievance over the interpretation of a new policy in the agreement. Both the board of education and the teacher organization are unbending in their interpretations. Under the current interpretation, the policy saves the school system a considerable outlay of money and thereby allows a lower tax rate—an important consideration to a conservative school board. The grievance proceeds unresolved through all the "within system" steps.

Consider now the attitude of the staff under the two possible final steps. If the school board has the final determination, what is the attitude of the staff likely to be if the board decides in favor of the position it would be expected to take, even if it were the logical decision and an honest one? Contrast that possible attitude with the attitude which would likely result from the same decision made by an impartial arbitrator from the American Arbitration Association. The decision itself may not be different from the one the board might make, but the fact that the final and binding decision comes from an impartial arbitrator makes the decision more acceptable.

In private life, one does not expect one of the parties to a contract to make the interpretation; the interpretation is determined in a court of law or by a similar impartial body. Is there any less reason to have impartial decisions in education?

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One of the other facets of negotiation which has troubled some principals has been one of security—security not in the sense of salary but security in its simplest sense, the job itself. The results of a recent study in Michigan will be of interest to principals.

The study was one of attitudes on negotiation by members of bargaining units which are represented by local teacher associations affiliated with the Michigan Education Association. One finding from that study points to a distinction which should be of interest to you. Members of NEA-affiliated bargaining units want to negotiate the *procedures* for selecting building principals; they do not want to negotiate the *selection* of principals. Rephrasing that finding, Michigan teachers do not want to select principals; they do want to negotiate the selection procedures.

In the past few years we've certainly seen negotiation go "Up, up, and away," and while perhaps we can't always say, "The going's great with Pam Am," or that we've always been flying "the friendly skies of United," we've all been learning. If we can continue learning, we can make negotiation a positive force in education, and we should all move in that direction just as rapidly as possible.

Parent Reaction to Teacher Power

ELIZABETH S. HENDRYSON

COLLECTIVE bargaining, professional negotiation, sanctions, strikes, picketing, professional days, and work stoppages are relatively new phenomena in education. They are bewildering and dismaying to some parents. Mothers and fathers in older age brackets may look back wistfully to the golden, olden, quiet days when timid Miss Dove gratefully accepted her yearly contract, with never a murmur over any restrictions it might contain on her personal conduct and dress. These parents may be shocked and somewhat frightened by the aggressive Mr. and Mrs. Hawks who today are often found in their children's classrooms, who make militant demands on school boards, and who picket schools to enforce their professional and civil rights.

Other parents may admire, or at least sympathize with, the new breed of teacher—often better educated, more competent, no longer willing to moonlight to supplement meager pay. They take satisfaction in seeing that the formerly meek and forebearing, if they are not now inheriting the earth, are at least getting a fairer size slice of the big American pie.

Parents in their attitudes toward education, schools, and teachers are not a homogeneous group. They are individuals, and as individuals

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Elizabeth S. Hendryson is President, National Congress of Parents and Teachers, Chicago, Illinois.

their views on teacher activism show great variety. They reflect personal philosophies of work and professionalism, as well as differences in economic, social, and educational background. Fortunately, parents exhibit a wonderful capacity for working together constructively, as the guidelines later in this article imply.

Some generalizations about parents—as trustworthy as generalizations about people usually are—can be ventured. In general, there are differences between rural, suburban, and big-city parents; between "working class" parents and professional parents; between black parents and white; between conservatives who resist change, liberals who advocate it, radicals who rush it, and realists who recognize its inevitability.

According to PTA spokesmen, in small towns and rural areas where teachers are not yet strongly organized, parents do *not* favor teachers organizing. Their attitude is that the schools and teachers are getting along all right, and teachers organizations, whether associations or unions, would only cause unrest and trouble. While recognizing that action from outside the local community could force the issue (maybe state legislation, maybe an organizing drive by the state or national education association or teachers union), they prefer to let sleeping dogs nap without nudging. They oppose any statement by the state or National PTA that might be interpreted as favoring the organization of teachers, collective bargaining, or professional negotiation.

In the cities and suburbs, there is great diversity in parents' attitudes toward teachers organizations. Some parents who are in professions find it incredible and incongruous that teachers, who claim that teaching is a profession, should belong to a union or to an organization that behaves like a union. Professional organizations, yes—as long as they hold to the model of medical and bar associations. Unions and union-like organizations, no. Collective bargaining, by whatever euphemism it may be known, is held to be beneath the dignity of members of a profession.

Other professional parents see the concept of professions and professional conduct changing. They see teacher negotiation through an elected representative as an expedient, practical way of handling employee-employer relations.

The attitudes of black parents, as I understand them, are complex. Until recently, most professional organizations have been segregated or have admitted few Negroes. As a result, Negro parents, professional and working class, have little identification with, or commitment to, the dominantly white professional associations and unions. But when black teachers organize Afro-American associations of teachers for the purpose of improving education for black children or promoting neighborhood control of ghetto schools, many black parents identify with them readily and support them passionately. They want improved education for their children, and since they mistrust the intentions and the ability of the white educational establishment to provide it, they want community control. Up to the point where the actions of education associations or unions disrupt the education of their children, most parents—both black and white—are, I think, vastly indifferent to the arrangements teachers may make for dealing with their employers. The views of professionally employed black parents who live in the suburbs probably show the same range as white parents.

There is more unanimity among parents on the issue of teacher strikes and work stoppages than there is on the questions of whether or not teachers should organize or what type of organization is appropriate. In general, parents, even ardent unionists, disapprove of teacher action that shuts down the schools, chiefly for the reason that they interrupt and disrupt children's schooling. And whatever their color or occupation, whatever their social, economic, and educational background, parents are fiercely concerned for their children's education.

They are concerned, too, for their safety. Strikes, which are usually called with little or no warning, may put children on the streets. Most youngsters, of course, go home when they find their school closed. But some children, especially if both their parents work, may find no one at home. The supervision and care of children during a strike is an irritating inconvenience for most parents and a very heavy burden for some.

There are other grounds for the rather general opposition of parents to work stoppages. Many feel that teacher strikes, which are illegal in most states, teach children disrespect for law. They are shocked that teachers, traditional models for children, should provide an example of disrespect for the law. Some see children's respect for teachers lowered.

Some psychologists, psychiatrists, and children's guidance workers say that prolonged or frequent strikes, such as those in New York City this fall, are very upsetting to children. In interviews with a reporter from *The New York Times,* experts gave these views:

> "The children sense that the order of society is very fragile and unstable," said Dr. Bertram Staff, coordinator of training in adolescent psychiatry at Mount Sinai Hospital. "A child ideally has a certain sense of the way things should be. When he's sick, the doctor will come. When he's lost, a nice man will take him to a nice policeman. This

basic sense of trust is now being wounded. I feel deeply frightened about the implications. . . ."

Said Dr. David Abrahamson, a research psychologist, "The image children have of their parents and of adults generally is becoming completely distorted and the children feel ambivalent about school itself. The teacher, a father figure, is thrown off his pedestal. The man no longer has the authority which the child thought he had. This destroys respect for school, community, and, in the end, parents, since parents are expressions of authority and society."

Dr. Vera Paster, a clinical psychologist, deplored the fact that "the children were being exposed to a process of change in which leaders clash and fight, rather than cooperate. This teaches the children by example that change tends to be cataclysmic, and that you have to fight for what you want. The children find themselves subject to a kind of exploitation in which their interests are not central. The experience will leave a deep residue."

Rena Schulman, assistant director of the Jewish Board of Guardians, said, "School is a child's work and the major part of the child's life. He needs the structure, content, experience, and activities of the school. The period of uncertainty about whether school will be open has created a great deal of anxiety. . . . It raises questions for the children of the reliability of adults and social institutions."

Obviously these views are not reassuring to parents. They reinforce anxiety that parents already feel over strikes and increase their resentment.

Parents fear strikes, also, because they destroy the climate of friendliness and cooperation in which children do best. They may be highly divisive, disrupting the normal relations of teachers, parents, pupils, school administrators, and school board members. There may be pressures on parents and children to take sides.

There are still other influences on parents' reaction to work stoppages —the length of the stoppage, for example, and the issues involved. Parents are more tolerant of a teachers' "professional day" announced well in advance than they are of a strike called with little or no warning, even though it might have been anticipated. A brief work stoppage of a day or two, especially if there is provision for making up schoolwork, is tolerable. But the longer the shutdown the greater grow parents' anxiety and indignation.

As for issues, parents are most likely to be sympathetic when mass resignations or work stoppages occur or sanctions are imposed because the state legislature or local government is not providing sufficient funds for quality education or because a bond issue or millage increase has failed. The strike that parents find most intolerable is a strike over a jurisdictional dispute.

So far I have been describing the attitudes of parents as parents. I have not yet described the attitude of the PTA or of parents in their roles of PTA members. And we must not forget that teachers, school administrators, and school board members also belong to PTA's. PTA leaders from all over the country have asked the National PTA for counsel on what the most helpful, constructive role of the PTA might be in the event of a strike. Should the PTA take a stand on strikes generally? In a particular strike, should a PTA judge the issues and support one side or the other? Should PTA members volunteer to help staff the schools during a strike? School administrators, school boards, and teachers' organizations also have wanted to know whether or not the PTA has a policy on teacher negotiation and strikes, and, if so, what it is.

In short, the PTA as an organization of parents, teachers, school administrators, and other citizens faced some difficult decisions. A special committee appointed by the National PTA to study the PTA position stated the dilemmas thus:

> "If the PTA provides volunteers to man the classrooms during a work stoppage in the interest of protecting the immediate safety and welfare of children, it is branded as a strikebreaker.
>
> "If the PTA does not take sides in issues being negotiated, it is accused of not being interested.
>
> "If it supports the positions of the board of education, which is the representative of the public in negotiations, the teacher members of the PTA have threatened to withdraw membership and boycott the local PTA activities."

The 92-member National PTA Board of Managers has given much study to developing a constructive response to these dilemmas. Representatives have attended conferences and brought back information, views, publications, and mimeographed materials. Board members have heard panel discussions by representatives of the National Education Association, the American Federation of Teachers, and the National School Boards Association. They have explored the view of school administrators and attorneys. The special committee, after additional study, prepared "A Statement on the PTA and Teacher Negotiations, Sanctions, and Strikes," which included guidelines for state PTA's, local associations and councils of PTA's. The statement was adopted by the National PTA Board of Managers at its September 1968 meeting after thorough discussion and some amendment. It offers the following guidance:

Guidelines for State Congresses

The best efforts of state PTA's in regard to teacher negotiations, sanctions, and strikes start with alertness before a situation arises.

1. Study state laws regarding negotiation, sanctions, and strikes so as to act within the law, and so that counsel to local units will be consistent with the law
2. Seek to bring together in conference meetings the state leadership of all groups concerned for the purpose of mutual understanding.
3. Encourage state legislation which will improve the procedures for negotiation and resolution of impasse.
4. Help local units understand particular state issues involved.
5. Urge school boards and teachers to establish frequent and regular lines of communication about educational concerns.

Guidelines for Councils and Local Units

Because situations locally vary so widely, both across the country and even within states, guidelines cannot be highly specific. A great deal of discretion in action is left to the council and the local unit. These are suggested measures for action organized appropriately to three phases: the pre-strike period, during the strike, and after the strike. These guidelines, plus counsel from the state PTA and the basic good judgment of the people, should enable the council and the local PTA to minimize the dilemmas and to contribute constructively to community understanding, teacher satisfactions, renewal of cordial parent-teacher dialogue, and improved educational climate for children.

Pre-Strike Period

1. Continue to work for quality education. Efforts in this regard reassure teachers that parents are helping to achieve their goals of greater job satisfactions and improvement of substandard salaries.
2. Be alert to early symptoms of teacher dissatisfaction.
    a. Abnormal turnover in teaching staff and administrators.
    b. Teacher-supported legislation defeated by state legislature.
    c. Growing dissatisfaction of teachers as evidenced by complaints.
3. Seek action that corrects the basic causes of dissatisfaction—salaries, student conduct, teaching conditions, lack of participation in decision making.

4. Inform the officers of teachers organizations, the school boards, and administrators of the appropriate role PTA might play in the event of a work stoppage, and be advised as to provisions for the welfare and safety of children during work stoppage.

5. Urge school boards and local teachers organizations to consider the advisability of developing written agreements on negotiation procedures, including grievance procedures. Because work stoppages and negotiations are ofttimes conducted in a way that tends to create dissension and low morale that are harmful to children, the PTA should do all it can to prevent such situations from developing. The advance planning and the orderly procedure embodied in written agreements may avert a strike.

6. Learn from the school board and the teachers organization what issues are being negotiated.

7. Provide full public airing of the issues. The purpose of these discussions is to dispel confusion and to develop intelligent, informed public opinion. If a strong majority opinion develops regarding an issue that affects children, the PTA has a responsibility to bring this to the attention of the negotiating parties. PTA's should be keenly aware that the decisions made in negotiations ofttimes have much more of an impact upon the welfare of children than do temporary closing of the school and other disruptive action.

8. Reexamine the role of teacher members in the local unit. Teachers as well as parents should join and participate by individual choice. Their motivation to participate should spring from a professional awareness of the unique contributions which they may render, and the value of teacher rapport with parents and the community. The teacher continues as a willing partner in the PTA when participation is free of unwarranted expectations.

During the Strike

1. Urge immediate and continuous negotiations and if necessary mediation to get schools open as soon as possible. If negotiation is delayed, the PTA should seek to bring the school board representatives and teachers organization representatives together.

2. Serve as an open forum to inform the public on the points of disagreements and the progress of negotiation.

3. The PTA should not man classrooms, except possibly for a day in the absence of advance notice of a strike. Not only is manning of classrooms inconsistent with PTA efforts to obtain a qualified teacher in every classroom, but personal liability may be incurred. If the school

administration intends to keep schools open during a teacher walkout it should develop a corps of volunteers outside the PTA structure.

4. Suggest and urge appropriate action by parents, community agencies, and volunteer groups that will protect children during the period the school is closed.

5. Encourage the full and continuous participation of teacher members in PTA activities.

After the Strike

1. Plan activities that will restore harmony, promote teacher morale, and renew parent-teacher dialogue.
2. Through informed public opinion see that the negotiated agreements which settled the strike are faithfully implemented.
3. Work for community understanding and support of school needs.

PTA members are aware that teachers strike with great reluctance. As we have been reminded by teacher representatives, strikes mean loss of pay. Teachers who engage in illegal strikes risk grave penalties—fines, loss of jobs, possibly jail terms. After the state-wide work stoppage in Florida, some local boards refused to reinstate teachers and administrators. Everyone who is concerned for children's education—parents, teachers, school principals, superintendents, and school boards—wants to avert work stoppages.

"Perhaps the best way to avoid this whole problem," says Joseph W. Cassidy, Commissioner of the Education Commission of the States, "is to remove the causes of [teachers'] unrest," which, he rightly points out, go much deeper than the salary question. "This solution, however," he goes on to say, "may be as distasteful to the legislator and the school board member as a strike itself. It seems to me that we have these two choices (1) strikes or sanctions; or (2) removal of the cause for strikes or sanctions."

In its statement on negotiation, sanctions, and strikes, the PTA opts unconditionally for the second choice. The PTA feels it has a responsibility to help solve the problems and remedy the situations that lead to walkouts and work stoppages. That is why there is so much emphasis in the guidelines on what we have called, perhaps not too happily, "the pre-strike period," with its foreboding implication that a strike will occur. Note that the advice to councils and local units is: *"Continue* to work for quality education." (I italicize the word *continue,* for our efforts to improve education are not new.) "Efforts in this regard reassure teachers that parents are helping to achieve their goals of greater job satisfactions and improvement of substandard salaries."

The guidelines also say, *"Seek action that corrects the basic causes of dissatisfaction,"* and it lists some of them—"salaries, student conduct, teaching conditions, lack of participation in decision making."

Furthermore, the guidelines recommend that PTA's urge school boards and local teachers organizations to consider developing *written agreements* on negotiation procedures, including grievance procedures, because "the advance planning and the orderly procedures embodied in written agreements *may avert strikes."*

Another statement in the guidelines warrants special attention: "PTA's should be keenly aware that the decisions made in negotiations ofttimes have much more of an impact upon the welfare of children than do temporary closing of the school and other disruptive actions." In other words long-term gains in the quality of education and educational opportunity compensate for a transient disruption of school life.

Avoidance of a strike at *any cost* is not our aim. It is possible that avoidance of a strike might perpetuate inferior education and in the long run be costly and damaging to children. The power to effect change and remove dissatisfactions, we should remember, does not always belong to the local school board. It may depend on the state legislature, the voting, taxpaying public, or the local government. And the PTA is well aware that, despite the best efforts—the cooperative efforts of parents, teachers, school administrators, and school boards—these bodies do not always respond to facts or quiet persuasion. Other strategies may be necessary.

The guidelines recommend that PTA's "learn from the school and the teachers organization what issues are being negotiated." This implies that the PTA has no role in the negotiation process. This is true, and it prompts the question: Do parents feel that they are adequately represented in the negotiation process? Before attempting an answer to this question, I'd like to consider another: What is, and what should be, the scope of teacher negotiation?

Implicit in the PTA guidelines is the assumption that the issues for negotiation may be broad, going beyond salaries, working conditions, pensions, fringe benefits, and the like. The term "educational concerns" is used. In the September 1968 issue of *The PTA Magazine,* William D. Boutwell reports the responses of NEA and AFT spokesmen to questions by the */I/D/E/A/ Reporter* on what matters are considered negotiable. Speaking for the NEA, Allan M. West said, "We take the position that everything that affects the quality of education is negotiable." And Charles Cogan, president of the AFT, said, "We claim that our jurisdiction is as extensive as the total area of education."

Mr. Boutwell then raises what seems a very reasonable question if the area of negotiation is to include curriculum changes, the use of teacher assistants, time for parent-teacher conferences, and so on: "Should the parent or the PTA or citizen group have a voice in negotiations . . . ?" Finding that the word "parent" never appears in seven pages of answers by teacher representatives to the */I/D/E/A/ Reporter* questions, Mr. Boutwell wonders if "the parent is the forgotten man in the new pattern of decision making" in education.

My own opinion is that the parent is not the forgotten man—if he is a PTA member. For the opinion of the PTA is important. "What does the PTA think?" is a question frequently asked. And the PTA is an opinion maker. It is committed, first, to becoming well informed itself on educational issues, and, second, to building *informed* opinion among the public, which is the ultimate arbiter in educational decision making.

Negotiation between school boards and teacher representatives, as Mr. Boutwell points out, is a relatively new experience and will continue to be a new experience for some time. "Therefore," he says, "what is negotiable and what is not will be set in actual practice." Currently, parents and other citizens—the general public—are represented in negotiation by the school board. Whether or not they are adequately represented will be determined also in actual practice. If they feel they are not, the school board, or some members of it, are likely not to be reelected. In actual practice of negotiation, too, it may be discovered that a precise, well-defined role for parents or PTA's or citizens' groups could be valuable. At any rate, at the present time, the PTA guidelines point out, "public airing of the issues" is important "to dispel confusion and to develop intelligent, informed public opinion." The PTA is an excellent forum for even the most controversial issues, including the scope of negotiation and how to break a negotiation deadlock.

The National PTA's "Statement on the PTA and Teacher Negotiations, Sanctions, and Strikes" will provide, the National PTA Board of Managers believes, the guidance that local units, councils, and state congresses have requested. We hope PTA's will discuss the statement with their school principals, school boards, and teachers organization. It should clarify what school people can expect of the PTA as we all try to find our way around in this relatively new area of professional negotiation or collective bargaining or as some compromisers now call it "collective negotiations." (Maybe "professional bargaining" will become the most accurate term.) At any rate, to summarize what can be expected of PTA's: They can be expected to help avert educational crises by being watchful for the causes of teachers' dissatisfaction and assisting in remedying them. When strikes occur, they can be expected to try to reduce the duration of the work stoppage and the damage to children. They can also be expected to help rebuild harmonious relations when a settlement is reached.

Now, what do parents expect of those most directly involved in negotiation—school boards, school administrators, and teachers organizations? Finally, what do they expect of the school principal—the administrator who is closest to them?

Parents expect that the negotiating parties will negotiate in good faith and with patience and persistence until they arrive at agreement. They expect them to avoid rigid, inflexible positions, inflammatory statements, and hostile attitudes. If negotiation is deadlocked, parents have a right to expect that all possible procedures and machinery—mediation, fact finding, and arbitration—will be used to avert a work stoppage. We would expect that no contract would limit the amount of time teachers can spend in working with parents. We cannot believe that any restrictions on parent-teacher cooperation can do anything but reduce children's opportunity to be successful in school.

We expect the school principal to involve parents deeply and broadly in everything that concerns the well-being of pupils and the school. Only then can parents be aware of school needs and of developing crises. We expect the school principal to welcome and make use of parents' assistance in evaluating the school, in assessing its strengths and weaknesses, so that together parents, teachers, and administrators can work to make it a better school. We expect the school principal to welcome and use the PTA's assistance in building teacher morale, parent morale, and pupil morale.

Some school principals whom we know believe so firmly in the value of the PTA that they make membership and attendance at PTA meetings compulsory for teachers. We wish they wouldn't. Obviously we deeply appreciate their regard for the PTA, but participation in a voluntary organization cannot be mandatory for anybody—neither teacher nor parent. Principals are most helpful when they aid the PTA to make its work meaningful and relevant to the concerns of both parents and teachers. PTA's that deal forthrightly and realistically with the real concerns of teachers and parents have minimum difficulty in maintaining an active, involved membership of both teachers and parents. When principals limit PTA activities to trivialities, both parents and teachers stay away in droves.

If a teachers' strike or work stoppage occurs, parents look to the school principal to take all possible steps to assure children's safety. They expect him to keep them informed of the likelihood of the school's opening or closing. They appreciate being given a telephone number that they can call for information. If the school is closed, it is reasonable to expect that the principal will cooperate with parents and the PTA in providing care and supervision for children during the hours school would normally be open.

In *The PTA Magazine* for November, there is this quotation from Hugh Calkins, a Cleveland attorney and a member of the Cleveland Board of Education: "Bargaining by teachers can accelerate improvement in American education. It can also retard it. There is no point opposing it. It is here to stay. It is up to us to make it work."

"It is up to us to make it work." The PTA's "Statement on Teacher Negotiations, Sanctions, and Strikes" makes it perfectly clear, I think, that PTA effort will be directed to making bargaining or negotiation—call it what you will—work. Work it must—if the best interests of children are to be served, if their education is to progress without damaging interruption, and if the quality of education is to improve. Without reservation, the PTA stands for improving the quality of education and educational opportunities for all children.

Participation Decentralization and Community Control

MARIO D. FANTINI

IN the fall of 1966, a new symptom surfaced on the face of urban education—a symptom so revealing that it was destined to trigger the most potent prescription yet developed for the city school crises. At that time, a group of parents and community residents in East Harlem effectively prevented the opening of a "model" school as an ultimate protest—a protest against the continued denial of quality education and equal opportunity to black and Puerto Rican children, and a protest against the insensitivity and unresponsiveness of a large school bureaucracy to the concerns and aspirations of the community. Intermediate School 201 (I.S. 201) has become a symbol for a different approach to urban school reform—an approach based on one of the most cherished ideals of our society: participation.

Participation by the *clients* of the city public school—in the case of I.S. 201, the *parents* and *community residents;* in other cases, the *students* themselves—represents the emergence of two important publics that separately or together wield an enormous amount of energy. This energy can combine with that of the professional to bring about needed funda-

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Mario D. Fantini is Program Officer, Division of Education and Research, Ford Foundation, New York, New York.

mental reform of our urban schools, or these "new" sources can level their energies against the officials of city schools. The latter collision course seems to be almost inevitable if basic changes are not made in urban schooling. Ironically, basic changes are not likely without the support of parents, community residents, and students.

The clients of our city schools are demanding a voice in updating education. In so doing, they are rekindling certain philosophical and theoretical principles which are held by most of us to be central to the pursuit of quality education in an open society. Unfortunately, these principles may be hidden by the controversy the movement is bound to arouse.

ACCOUNTABILITY AND CONTROL

The first principle concerns public accountability and control of education. In our society, public schools belong to the public. It is the *public* that decides on *policies* and *objectives* for the school; it is the public that *delegates* to the *professional* the role of *implementor* and reserves for itself the role of *accountant*. The people are the trustees of the schools. They have a right to ask why Johnny can't read. Moreover, if 85 percent of the Johnnies can't read, as is the case in most of our so-called inner-city schools, then the public has the right and responsibility, as trustee, to supervise or monitor the needed changes—changes aimed at reducing the discrepancy between policy and implementation.

This process has in essence been in effect; black parents and community residents have been asking why so many black children are failing. The usual answer is that the children are "culturally deprived" or "disadvantaged." In short, black children are failing because there is something wrong with *them*. This verdict has increasingly been rejected, and in the absence of improvement in the performance of the children, the public—in the form of certain communities—has begun to exercise its role as both accountant and trustee. Those in the forefront of this urban movement poignantly ask: What would happen in Scarsdale or Gross Pointe if 85 percent of the children in these schools were academically retarded and if 1 percent went to college? What would be the reaction of the parents and the community?

Many black parents who had patiently waited for improvement through such efforts as compensatory education and desegregation have begun to turn away from these efforts. Increasingly, communities are rendering the diagnosis that the problem is not with the learner; the problem is with the system, with the institution. The cry now is: "We need a new system, one that is responsive to our kids and to us. It is up to us to build this new and relevant system."

Sincere schoolmen have been aware of the crises for some time but they were and still are victimized by the constraints of an outdated system. Often the professionals have become defensive, feeling that the public appears to expect the school and the schoolmen to solve all the ills of society. Many educators attempted to respond to the problem by programs of remediation on the one hand and token desegregation on the other. Both approaches were further stimulated by federal legislation but they have been less than successful. Some educators attribute the failures to the assumption which undergirded them—namely, that the problem was with the learner and not with the institution. Certainly it is difficult, if not impossible, for those trying to keep the present system running to serve also as the major agents of institutional change. Other legitimate parties are needed. And surely the parents and students constitute legitimate parties of the public school. Therefore, one could argue further that, if the problem is with the institution, then the movement generated by I.S. 201 offers us hope for real reform.

But even if school people were able, by themselves, to bring about radical institutional changes, they would thereby be denying opportunities for parents and students to learn and grow through the process of involvement and participation. Through involvement, parents and students can learn more about the complexities of teaching and learning and relate this learning to their own roles of parents as teachers or students as teachers. Through involvement, parents and students can be more attuned to the role of the schoolman as an individual in a setting which places severe constraints on him; have a better view of program options; be more cognizant of the need for increased funds for education. Even more important, perhaps, is the realization that if the professional tries to go it alone this could lead to a professional monopoly or to the gradual utilization of processes not unlike those of totalitarian societies.

IMPORTANCE OF PROCESS

The second major principle emerging from the new participatory movement concerns the importance of *process*. Communities are no longer accepting the process of something being done *for* or *to* them—even if the product is desirable. Increasingly, the acceptance process is *with* or *by* the community, and this includes students as well. This principle is intrinsically tied to the broader self-determination movement embraced by many blacks and other minority groupings.

The reasons for this shift are many, but they are not difficult to understand. Generally they are a reaction to the bitter realization that whites cannot solve black problems. Accompanying this realization is a built-in distrust and alienation that comes from the feeling of powerlessness.

By emphasizing the process of participation in decision making, communities are employing the basic tools of democracy itself—tools which increase people's sense of potency. Professionals, including researchers, are increasingly referring to the drive for self-determination as the "fate control" variable. The preliminary findings indicate that fate control fundamentally affects human motivation essential to achievement in all areas.

EXPECTANCY AND SOCIALIZATION

Two other key principles have their roots in social-psychological theories. The first has to do with *expectancy.* The concept that it is the system, rather than the child, that has failed is a hopeful concept for black parents and communities who have had a steady diet of failure for themselves and their children. The transition from blaming the client to doing something about institutional renewal is marked by perceptions of schoolmen—largely white—who possess attitudes which brand black children as inferior. "After all," say black parents, "they call our kids 'culturally deprived' and 'disadvantaged' don't they?" The argument continues: "The white professionals *expect* black children to fail, and so do the Negro professionals who have been taught the ways of the system. These attitudes are, at best, colonial behaviors that have a negative effect on the motivation and learning for black children. Our children *can* learn and indeed they *will* learn!"

Attempting to reverse the psychology of institutional expectations is difficult indeed, but it is crucial. We are all familiar with the self-fulfilling prophecy—the apparent relationship between expectation and performance. We all seem to agree that a school is better when positive rather than negative self-fulfilling prophecies are practiced. When parents, students, and communities participate in reform, we can assume that the chances for developing a climate of high rather than low expectations will be significantly increased. Parents have an intrinsic interest in the maximum growth and development of the children. Couple this intrinsic tie with the choice to break the shackles of inferiority and the opportunities of generating a new climate of "making it" are enhanced considerably.

The other theoretical principle replaced by the new participation movement deals with *socialization,* that is, the broader processes of growth, development, and cultural transmission. We have known for some time now that the major agents of socialization for the young child are his *family,* his *peer group,* and his *school.* We seem to know, also, that growth and development are significantly affected, positively or negatively, depending on the relationship that exists among those major socializing agents. When there is disconnection and discontinuity between or among these agents, the child's potential can be affected adversely.

Such is the case now in most urban schools; the family is disconnected from the school. Moreover, the culture of the family is often different from the culture of the school, and frequently the child is asked to make a choice in favor of one—family or school. The result is deep internal conflict. Add to this the fact that the peer group is at odds with both the family and the school (we call this the generation gap) and we get a rough picture of a disjointed socialization process. Achieving continuity in socialization seems to depend on the ability of these three agents to become joined. This connection can emerge through the process of participation and involvement. When parents, students, and professionals join together in the common pursuit of reform, the process itself serves to cement new relationships among them. Too, each has a stake in what has developed jointly.

Another principle emanating from the community participation movement has to do with respect for the preservation of diversity. When black communities participate in the process of educational decision making, they will most likely favor programs that emphasize black culture: language, dress, food, music, art, history, and so on. The basic point is that to be black is to belong to a rich cultural identity—an identity largely dissipated and relinquished as blacks attempted to adjust to the demands of white-culture social institutions of which the school is the most prominent. In this adjustment process, blacks were—and still are—made to feel that their own values and culture are nonexistent or at best inferior to the acceptable cultural standard. This left many blacks with an "identity" problem, a problem induced by the dilemma of accepting the culture of white society—a culture which has discriminated against them and is, by its own admission, racist. To adjust, therefore, is to accept the very environment that they were struggling to change.

Other cultural groups were beginning to come to this same conclusion. Spanish-speaking populations, for example, were beginning to demand bilingual programs—programs which would maintain the legitimacy of Spanish, the language of the home and the culture. The issue raised by this emphasis on cultural differences is quite fundamental: Diversity is not just a reality to be tolerated; it is a value to be nurtured. Cultural diversity is important to the individual cultural group; it is equally important to the vitality and renewal of society itself. To be assimilated or homogenized into some colossal mainstream culture has a stultifying effect on both the individual and society. Growth and development of individuals and society feed on a diet of pluralism. Diversity is essential to human and social renewal.

DIFFERENT PATTERNS OF REFORM

Thus far the discussion has been on the different qualities that are helping to synthesize a new indigenous participatory movement aimed at reforming urban school systems. It is necessary also to examine the different patterns and schemes that are intended to rectify the situation. The patterns are *all* manifestations of participation; the differences among them are largely the result of *how much* of an increased voice in decision making is sought.

The first of the patterns is decentralization. Participation under this form comes through, in part, as shared decision making: The clients—in this case the parents and community residents—have anywhere from an advisory to an equal voice with those who are operating the existing educational system. The differences between *administrative* decentralization, which is established practice in many large school districts, and *political* decentralization (governance) is that the latter creates a new public relationship between communities and their public schools—a relationship in which there is a basic redistribution of authority and responsibility. Under political decentralization in big city systems, for example, parents and community residents share certain decisions and not others with a central school board. The same is true with the superintendent of schools, teachers and/or supervisors associations, and so on.

An illustration may be helpful. If, under decentralization, a local school board elected by the community demands the right to select a district superintendent, various shared decision-making plans can be advanced. The superintendent may indicate that the local board can submit to him the names of three candidates from which *he* would make the final selection. The supervisors association may demand that the three names submitted be from the top three on a qualified list. The central board would then approve or reject the final candidate. Another procedure could be that the superintendent present the names of three candidates whom he has checked with the supervisory group. The local board then makes its choice for district superintendent and submits it to the central board for final approval.

If the local board wished to select candidates from outside the established city-wide personnel policies, it could have serious problems attempting to do so. The local board would have to initiate a new personnel policy with the other parties. If agreement were not reached, the local board could appeal to the state department of education, but this would begin to lead to controversy and conflict unless the appeal to the state were done with the cooperation and support of all the parties in question.

Decentralization is a *federation of local school boards,* each with limited authority over a portion of the total school system. Under this scheme, there would be a city-wide school system with a central school authority which may have final veto power over most decisions which local boards could make, or which can impose sanctions on local districts through appeals to the state. Procedures governing recruitment, selection, transfer, and tenure of personnel; budget; maintenance; and curriculum must be worked out together. Usually each group must compromise to achieve a consensus. These consensus procedures become the new ground rules for making decentralization work.

Community control, in its purest form, shifts to a local school board the bulk of the authority necessary for governing schools. Under maximum community control, a locality does not share decision making with a central school board; the local board is independent of the central board and assumes the same status as *any other school district in the state.* Since education is a state function, the local district shares authority with the state and is subjected to state regulation. There is, therefore, no absolute total control as such. However, under community control, sections of city schools—usually in the heart of the city—*secede* from the larger school system to become *an independent school district.* As an independent district the community is free to recruit, hire, transfer, and release personnel—the same as, for example, a Scarsdale or a Newton. Harlem CORE has developed a plan for an independent Harlem School District and the plan will be considered by the New York State Legislature.

There are few, if any, examples of either decentralization or community control. New York City is in the process of decentralizing. It has also established three "experimental" districts under an interim decentralization plan. These are I.S. 201, a five-school complex; the Ocean Hill-Brownsville eight-school complex; and the Two Bridges five-school complex. However, in at least two of these experimental districts, the local governing boards have shifted their discussion from decentralization to community control. In Washington, D.C., there are two community-oriented experiments—the Morgan Community School and the Anacostia Demonstration Project. Chicago has the Woodlawn Experimental District. Other big cities are in the planning stages.

Observers, analysts, and critics of this new participatory movement express several concerns. The first goes something along these lines: "This movement is more political than it is educational; it has nothing to do with education and what goes on in the school. Indeed, what does increasing the voice of parents, community, and students have to do with the quality of instruction, the quality of education!"

The response to such comments is complicated. To start with, we must keep firmly in mind that our urban schools are simply not working for most minorities. (There is a growing concern that our suburban schools are equally irrelevant—witness the growing white student unrest and the demands for greater relevance.) This failure leads to a cycle of frustration for the clients.

Communities which reach an advanced stage of frustration and concern over the failure to supply quality education for their children tend to assume an increasingly stronger stance of reform. (Some label this militancy.) They begin to demand that basic and fundamental changes be made. They are demanding a relevant educational system: one that works, one that has pay-off for the children. In other words, the community is sanctioning change.

OPPORTUNITIES FOR INNOVATION

This provides the educators with a real opportunity to put into effect all those educational innovations that will make a difference. To be sure, the community sets the stage for reform, although in the past, many educators have wanted to move ahead on needed change but for many reasons were unable to do so. Some of these innovations were considered "frills" by an uninvolved, uninformed community. There have been many innovations that educators want to implement—innovations that have to do with individualized instruction to improve basic skill attainment. Now all the really very important programs having to do with individual talent development, with self-concept reformation and the like are being given the "green light" by the community. But there is one difference: The community wants to be involved in the development.

Vitally important to this development is the process of legitimization of new educational objectives which are inherent in the process of public participation. The public in general or the black community in particular begins to establish educational objectives, and these objectives become as important as the conventionally legitimized objectives such as basic skills and academic mastery. The new objectives being projected by minorities have to do with respect for cultural differences, with stress on problems of identity and powerlessness. In short, *the group, the* *community,* and *the self* become content in the same way that English and mathematics are content. The movement is toward a more *humanistically oriented* educational program—the very direction in which educators have wanted to move for some time.

Probably the central concern for most critics centers on the question of results. They ask, "In those projects where the community has been involved, just exactly what has been the difference in terms of the quality of education?" Despite the political tugs-of-war which have categorized early development of a few community-centered projects that are in operation, the results are quite encouraging. In I.S. 201, for example, the deterioration of the educational climate was such that few, if any, had much hope that the situation could be improved. And, yet, after the school had been under a governing board for only a year, most observers have reported a drastic change in educational climate. "Climate" is a difficult word to explain; it has to be experienced. Those who have experienced it have reported that the children are as serious about learning as is the staff. There seems to be a kind of rapport between the staff and the student, and this is reinforced by the feeling on the part of the community and parents that this is *their* school. Moreover, the previous educational framework was characterized by a climate of negative expectation; community participation has begun to reverse this negative attitude and there is an expectation that all children can learn, that there really are no learner failures, only program failures. This represents an important advance in institutional thinking.

In the Ocean Hill-Brownsville section of Brooklyn, most of the 3,000 visitors to the experimental district conclude that the professional staff represents a new breed with a new commitment, and that the children have a new expectation for learning. Given the previous history of academic retardation there is, as could be anticipated, a concentration on basic skill development. High priority is given to individualized instruction in basic skill areas with such innovations as the programed readers developed by the Behavioral Research Laboratory. There is a well-developed bilingual program which begins to come to grips with the needs of the Spanish-speaking learner.

In the Morgan Community School in the District of Columbia, after the first year under a local community board, there are public reports that the pupils have shown improvement in basic skills. Only five other schools in Washington, D.C., have made such gains. It is not reasonable to expect that after only one or two years of community involvement all negative effects of the previous educational experience will be reversed. Nevertheless, the early returns offer promise.

A second major concern which is raised has to do with desegregation. The questions are packaged: What does decentralization and community control do to desegregation patterns? If you now have segregated communities, isn't it true that under this new pattern they will tend to remain segregated? Or, stated differently, what will this do for the movement toward integration?

The responses vary but they usually start with the observation that since 1954 there has actually been more segregation rather than less. Moreover, the reply continues, there is a distinction between desegregation and integration. Desegregation refers to the physical mixing of black and white students. On the other hand, integration refers to humans connecting as equals. Agreeing on the goal of integration then one could argue that it is necessary for black and other minority groups to have a sense of cohesion and identity. This can in part be achieved through the control of their own institutions. Once blacks attain a status of potency, they will be better equipped to connect up with white society as equals rather than as junior members. Therefore, such participatory efforts as decentralization and community control are actually necessary steps for a further stage of integration.

Under the *present concept* of desegregation, blacks are moved to white areas and a kind of dependency relationship develops in which improvement is dependent on the presence of a majority of whites. For many, this is another indication of a superior-inferior relationship, communicating once again, albeit subtly, another form of discrimination. Nevertheless, most argue that the goal of desegregation stimulated by the civil rights movement is quality education. That goal remains, as does the option of school desegregation, having been opened to many who had been denied this path to equality. Yet, desegregation moved slowly at best; other options to quality education were needed. Enter the local control alternative.

This participation makes a great deal of sense, given the present reality. If the schools are still largely segregated and an inferior quality of education is continued, the natural approach seems to be for the community to take a hand in reshaping the institution toward quality education. Many of those favoring greater local control claim that those who are now talking about desegregation and integration are using this as an excuse for not allowing communities to pursue the option of community participation and increased involvement in decision making.

Another frequent query has to do with the qualifications of parents and other "nonprofessionals" to make policy decisions about such complicated matters as curriculum, educational objectives, budget, and staff selection. In certain moods the professional asks, "What does an eighthgrade parent know about these matters?" But the question should not be: What do parents know now? The question should be: What can they learn? Moreover, in those few cases in which communities have a greater voice in educational policy, they have given self-education the highest priority. The basic point, however, is that *participation is itself a growth process.* Adults no less than children respond favorably to learning that is based on direct involvement. We all seem to learn by doing. One could well argue that it is the responsibility of professional educators, whose career is dedicated to the fostering of growth and development for all people, to assume a leadership role in creating these participatory systems that are central to growth. A further role of the professional is to provide lay teachers with increased program options from which to make decisions.

There are countless other problems. For example, there are problems associated with the selection of local boards, with insuring that there is representation from the diverse groups that make up a community. There are problems associated with working out procedures for community cooperation. There are issues dealing with the means of developing agreed-upon ground rules and policies of the state, central, and local communities. Some questions are particularly nagging: How do you maintain maximum participation once local control patterns are established? How do you deal with the problems of provincialism where sectarian interests may be given continuous priority? How do you maintain the benefits of professional tenure without letting it be harmful to the public interest? These issues and some answers appear in such documents as *Reconnection for Learning: A Community School System for New York City.** Participatory systems are not panaceas. They are not mechanisms that are easy to implement. Democracy is never easy to achieve.

The development of new systems of participation as an option to improving city schools will represent an enormous challenge to the educator. How will the educator view his role vis-à-vis the rise of these new publics, publics which often are very angry? These publics should be allies in the reform movement. Will the professional open communication? Will he welcome cooperation and maintain connection during the period of transition—a period which will be difficult, to say the least? Or will the professional choose to assume a defensive stance—one that will lead to collision? The choice he makes will affect the course of American education in many ways. And time is running out.

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* Report of the Mayor's Advisory Panel on Decentralization of the New York City Schools, 1967.

Grievance Procedures

A Means for Maintaining Effective Staff Relations

DAVID A. PYLE, JR.

I. THE DEVELOPMENT OF THE GRIEVANCE PROCEDURE

The development of the grievance procedure has become associated with the negotiation movement. In fact, it is often thought of as one of the initial and most important products of the negotiation process —and it is not difficult to see why this is so. When collective bargaining became established as a tool of organized labor, written contracts resulted which embodied the agreements reached in negotiation between management and labor. The contracts were somewhat less than perfect documents and were often subject to interpretation for several reasons. This was a new game and all the rules were not completely clear. Those responsible for reducing the agreements to writing were not always experienced in these endeavors. The terminology was often new, mistrust and suspicion of the other party was a factor, and imprecise language often left loopholes in the written contract.

As a result, it was frequently necessary for the labor organization to remind the management that certain provisions of the contracts were not being carried out and that these violations were adversely affecting one or more of their members. These complaints were known as grievances.

Both sides soon recognized that such violations of duly negotiated contracts could not be handled in a haphazard way. As contracts be-

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David A. Pyle, Jr., is Principal, Chadwick Elementary School, Baltimore, Maryland.

came more lengthy and complex, it became clear that some procedure was necessary to handle the growing number of alleged violations of contract agreements. As many of these complaints resulted from differences in interpretation of the terms of the contract, it became obvious that some procedure should be written into the contract that would provide for the uniform and fair application of its provisions. These written procedures became known as grievance procedures. They provided for the resolution of individual complaints regarding contract provisions; they also provided an effective vehicle for seeing that contract provisions were honored.

The negotiation process which is used by a growing number of teachers associations and which results in some type of written agreement is not too dissimilar from the labor-management model. The development of formal, written grievance procedures has been viewed as one of the primary objectives of the negotiation procedure, and there are a number of explanations for this.

First of all, there is the "union threat." Having utilized labor procedures to some extent, professional associations are wedded to certain features that are integral parts of that procedure. They also see the gains that have been made by a number of unionized teachers organizations and have suddenly become very pragmatic about negotiation. As a result, they have imperfectly adopted certain union techniques. They have tried to act like unions and to obtain the same results as some teachers unions; at the same time, they have criticized the unions for not being professional in their approach. Teachers unions are highly skilled in labor union techniques and tactics which are new and sometimes distasteful to many members of the teaching profession. By playing the union game, teachers associations (at least at the present time) will not only come out second best but are likely to appear ludicrous in doing so. The profession must recognize that grievance procedures should have an added dimension that is not characteristic of union procedures.

There is another significant reason why grievance procedures are considered so important by teachers associations. Teachers look to these procedures to assure better working conditions and to seek personal gains by following up on contract provisions as they apply to and benefit them personally.

Formal grievance procedures direct attention to those portions of the negotiated written agreement to which teachers can directly relate and which have real and personal meaning for them. For years, teachers associations, as highly "professional" organizations, have been concerned with generalized professional goals and objectives that have been difficult for teachers to identify with in a *personal* way. Such goals as the advancement of the public interest, the promotion and support of the public education system, and the improvement of the welfare of children are in the same category as the educational objectives of "developing good citizens." In other words, they are hardly criteria teachers can readily use to measure the viability of their associations and identify with them in a meaningful and tangible way.

In the past years, the twin specters of professionalism and dedication were ever present at association meetings, and teachers politely and almost apologetically went through the motions of asking for some token increase in salaries and improved working conditions. These requests were often pushed into the background as the teachers were reminded of the nobility of their calling and were sent home with a pat on the back for their dedication.

Now the usual promise to "do all that can be done" has been replaced with the negotiated written agreement. The promised conditions are in black and white—a matter of public record for any interested party to see. Teachers see very real gains, both personal and *professional*, and they are not likely at this point to allow a hard-won gain to escape their group. These agreements translate general concessions growing out of broad objectives into specifics that have greater relevance to teachers' personal situations.

The grievance procedure, then, is a logical and necessary outgrowth of the labor-management model for negotiation. Indeed, a grievance procedure is the *sine qua non* of any written agreement. Yet, many teachers associations have been negotiating with boards of education for years—some by informal agreements, some by more formal written agreements—and in recent years some by statutory provisions. To reach agreements without reducing them to writing and without including provisions for handling disagreements concerning the interpretation and application of the provisions of the written agreement seems incredible, especially to organized labor.

Those systems lacking formal written grievance procedures need only picture the following scene to stir them into action. School System "X" has been negotiating for a number of years with a teachers association that represents a clear majority of the professional employees. It has been negotiating first on an informal and occasional basis, then on a more formal basis as a result of a resolution incorporated in the public school laws and a written recognition agreement passed by the board of education at the request of the teachers association, and it is presently negotiating under the terms of a state law which provides for exclusive representation (for the purposes of negotiating) by employee organizations representing a majority of the professional public school employees. The need for a formal grievance procedure has been suggested by the association, but its development hits a number of snags and is postponed for other matters of a pressing nature.

One day a union organizer walks into the superintendent's office and after a few minutes of discussion and questioning asks to see a copy of the grievance procedure. The superintendent hesitates, says something about administrative channels being available to all teachers, and explains that his staff is always interested in resolving any grievances or problems and that his door is always open.

The union leader asks to see a copy of these administrative channels for resolving grievances and the mechanics of the procedure.

"Well," says the superintendent, "we don't actually have anything down in writing but our teachers know what channels to follow."

"Do you really believe that?" asks the union leader. "Almost 20 percent of your teachers are new to the system this year."

Imagine the mileage the union leader can get out of the absence of a grievance procedure. The superintendent would be made to appear apathetic about the problems and concerns of teachers. Nor would the union organizer's attack be limited to the superintendent. The teachers association would be painted as an ineffectual organization. After all, they have not even been able to obtain a grievance procedure, the first and most fundamental objective of any organization that seeks to truly represent and protect its members' interests.

Most school superintendents are dealing with non-union teachers organizations. The first objective of a union or other competing organization is to demonstrate low staff morale and poor staff relationships, tyrannical administration, and so forth. A good and effective grievance procedure can go a long way toward refuting such accusations and can be an effective defense, but only if it is a good one and a workable one.

In many cases, because of the prod from unions and the desire of teachers for more sophisticated employer-employee relationships, teachers associations, rather than school administrators, were the first to develop written grievance procedures. They were developed in some cases to fill a void and in other cases to provide an alternate avenue for teachers in pursuing problems personally and adversely affecting them.

The following represents a typical sequence of events in the development and implementation of a written grievance procedure by a teachers association. The association reevaluates its goals and objectives, revises its constitution, adopts both a policies and procedures manual and a written platform, revises and enlarges its committee structure, involves more members in its program, and begins to take definite stands in a broadening theater of operations. These efforts are often coordinated by the recently hired executive secretary. The executive secretary (or executive director as he later comes to be known) devotes a considerable amount of time to visiting the schools and meeting with teachers. He comes to know the concerns and complaints of teachers in the field and reports these problems to the executive body of the association. The existing Ethics Committee spins off into a Professional Problems Committee (or incorporates this function) with the mandate to develop some procedure for handling complaints of a personal nature.

This committee studies the problem and finds that the American Association of School Administrators in a 1963 publication, *Roles, Responsibilities, Relationships of School Board, Superintendent, and Staff,* emphasized the importance of developing adequate grievance procedures within the administrative framework.[1] The committee further finds that the staff organization plan of the school system clearly indicates the lines of authority through which a teacher can appeal a decision he feels to be incorrect. There is a question, however, of whether these channels are clear to all teachers and, assuming they are, of whether they would feel free and comfortable in utilizing them. There is also a matter of time, and the probability of obtaining a prompt resolution is questionable. The committee also finds that this administrative procedure is *not* a part of written policy.

As a result, the committee includes these administrative channels as a part of a procedure it develops. The other part of the procedure is an alternate association channel which is offered to the teacher. The executive director and president continue to counsel individual teachers and frequently are able to satisfy the teacher's concerns.

If the teacher wishes to pursue the matter further, he discusses his problem with the chairman of the Professional Problems Committee. If the matter is not resolved by the chairman, and the teacher wishes to pursue it still further, a three-man advisory panel, chosen from a larger body of experienced teachers and administrators who have been specially trained, discusses the problem or concern with the member in an informal and confidential meeting, with no written records.

The advisory panel may counsel the member to his satisfaction, or it may recommend that a larger five-man hearing board conduct a more detailed and formal investigation and take steps to resolve the grievance, or it may decide that the grievance is not justified. In the second case, the teacher has the option of appealing such rulings within the association. The advisory panel also determines whether the grievance involves an ethics problem or a personnel problem. If the problem is one of ethics, it is referred to the association for investigation and disposition.

The hearing board is convened and attempts to resolve the grievance, with the assistance of the superintendent if necessary. If unable to resolve the problem, they recommend to the executive body of the association that an appeal be made to the board of education. The board's decision may be appealed to the state organization and ultimately to the National Education Association.

The diagram on page 181 shows the two alternate approaches toward resolving a teacher grievance:

On the left *(unbroken arrows),* the teacher is reminded of the proper administrative channels (existing but previously unwritten), and on the right, the alternate association channels. The *dotted arrows* represent the processing of the grievance as recommended by individuals and groups within the association channels and the *crossed arrows* represent the grievant's appeal over decisions by duly constituted association bodies that have ruled that his grievance is not warranted. The *broken arrows* indicate the identification and pursual to resolution of a grievance identified as an ethics violation.*

In addition to the foregoing procedures, legal counsel is available within the association structure. Many local associations provide some legal counsel, and where not available at the local level, most state associations retain such counsel. Teachers should know their rights *and* responsibilities under the public school law and the extent and the conditions under which judicial recourse is available to them.

There are a number of tricky procedural and legal questions involved in handling teacher grievances through association channels. For this and other reasons, a model such as the one on page 181 does not eliminate the need for an administrative procedure which is developed and adopted by the administration and the board of education as approved procedure and which is made clear to all staff members.

At every step in the processing of his grievance, a teacher should know what alternatives are open to him. The choice should be his

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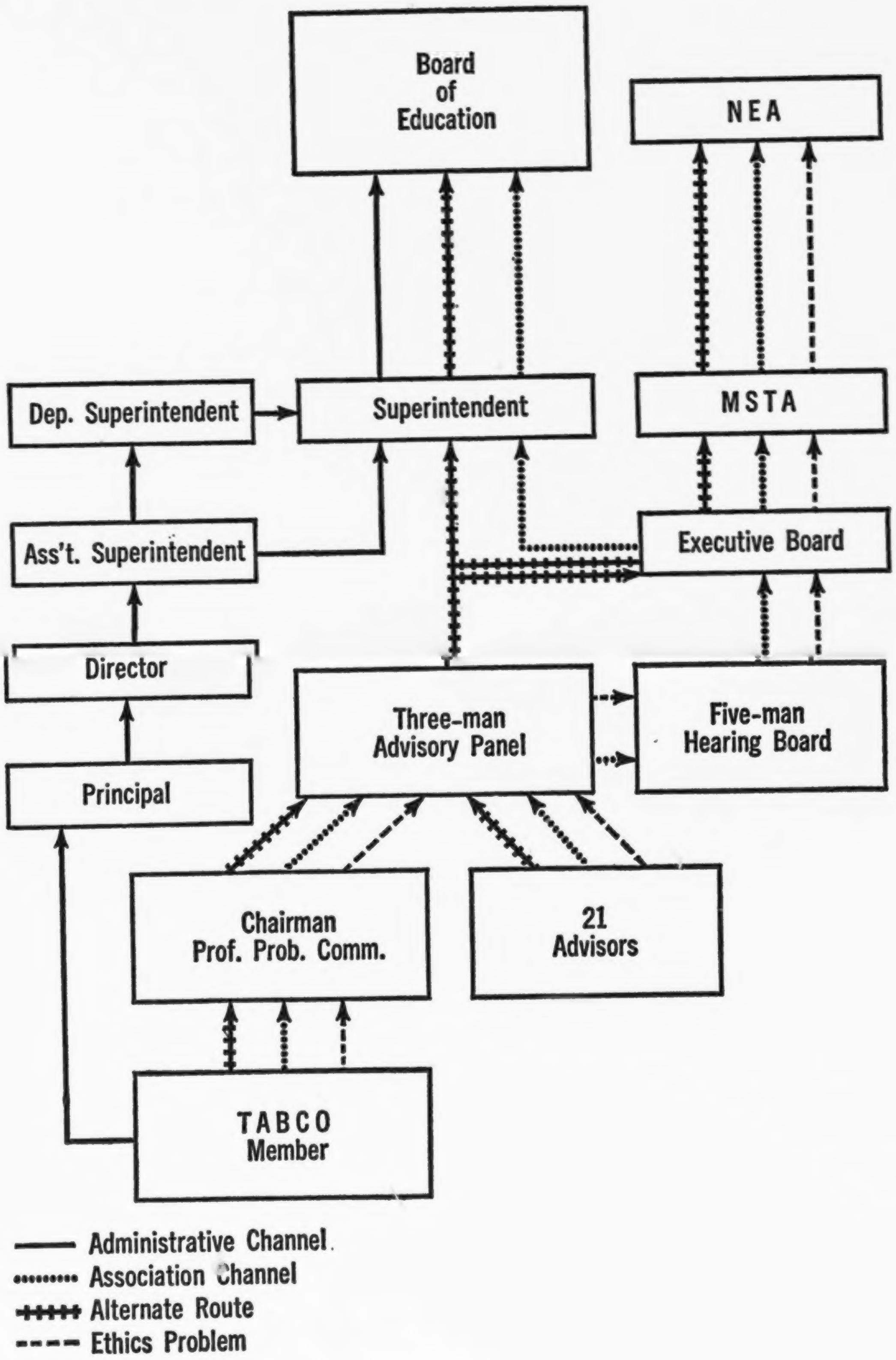
* This diagram and the present discussion is a rather brief and incomplete description of an association procedure as developed by the Teachers Association of Baltimore County, Maryland. Details of the procedure may be obtained from the author, or from the Teachers Association of Baltimore County, Maryland.


Board of Education
NEA
Dep. Superintendent
Superintendent
MSTA
Executive Board
Ass't. Superintendent
Director
Three-man Advisory Panel
Five-man Hearing Board
Principal
Chairman Prof. Prob. Comm.
21 Advisors
TABCO Member
Administrative Channel
Association Channel
Alternate Route
Ethics Problem

as to whether to use the association channels or the administration channels. Ideally, the two procedures would complement each other.

Although a written administrative procedure is eventually developed, it is logical to continue to direct attention to the availability of administrative channels in the association publications and in the association's own procedure and accompanying explanatory materials. In connection with the importance of making sure that the grievant knows at all times the alternatives open to him in pursuing his grievance, it might be pointed out that the National Labor Relations Act of 1935 provided that any employee or group of employees should have the right to present grievances to the employer and to seek adjustments, *without the intervention of the bargaining representative,* as long as the adjustment is not inconsistent with the terms of any employer-employee organization agreement then in effect. Some teachers associations have a tendency to champion all grievance matters that arise in order to demonstrate their newfound power and their ability to effect changes in decisions. After all, no feathers are placed in the association's cap when the adminstration resolves the grievance to the individual's satisfaction.

II. THE TEACHER AND THE GRIEVANCE PROCEDURE

The great majority of written grievance procedures were put into effect in the sixties. Indeed the formalization of most grievance procedures has occurred only in the last few years. When grievance procedures are mentioned, they are immediately connected with increased teacher militancy, collective negotiation, and other related phenomena. It would indeed be unfortunate if the grievance procedure became a symbol of teacher militancy, along with strikes and other confrontations with boards of education, and therefore did not receive proper attention. For although teachers are seeking grievance procedures as the heart of negotiated agreements and as a status symbol, and although they are insisting on more sophisticated employer-employee relations, the grievance procedure should not be a whipping boy. Grievance procedures in one sense tend to prevent conflict, not precipitate it.

The greatest danger in delaying or denying the demands of teachers for an effective grievance procedure is that such a resistance will tend to alienate board members and teachers on the one hand, and administrators and teachers on the other. It will reinforce the belief of teachers that they have little or no voice in professional decisions and that their concerns, personal and professional, are of little consequence.

Teacher attitudes and actions have been a product of what teachers have experienced and learned and felt through the years. Teachers are greatly disturbed by what they refer to as the paternalistic attitude of the educational bureaucracy. They will no longer quietly accept the decisions of those who demand acquiescence to the directives of a ruling group that determines the goals they must value and pursue. Teachers are still willing to go beyond the call of duty, but only if they have a part in formulating the goals they are asked to achieve. Teachers are stirred by the newfound sense of power that has accrued to them through their organization into professional associations and through the growing maturity of these associations.

Boards of education today are operating under many pressures. Demands are made for increased excellence, for expanding the school system both upward and downward, for accepting innovative programs, and for many other improvements. Some demand more federal aid, others less. The civil rights and integration problem has taxed the skills and insights of board members. There are many instances where the fiscal affairs of the board, the selection of building sites, and other matters long deemed the exclusive province of the board, are being increasingly questioned and affected by others. Boards of education realize that grievance procedures must ultimately provide for resolving those few grievances that cannot be resolved within the administrative procedure. Once again they see the inclusion of neutral parties in impasse procedures as a further erosion of their powers.

There is the very distinct possibility that grievance procedures will go far beyond the handling of routine personnel matters such as salary, certification, working hours, and other working conditions. It was stated earlier that the professional association grievance procedure must go beyond the labor model, and in the minds of many teachers it does; it becomes a plan for professional action and involvement.

Michael Moskow cites one of three areas of potential conflict in any school system as growing out of the question of the professional function of the teacher.[2] This large group of professional employees, working for a common employer, is confronted with a wide variety of problems which require the application of a high degree of intelligence and specialized training. Therefore, it is essential that they have a broad range of autonomy if they are to solve these problems. For this reason, professional employees are seeking greater control over their jobs and a share in the decision making that affects them.

As negotiation agreements become more and more concerned with the more professional aspects of the teacher's role, grievance procedures will ultimately have to deal with some less concrete problems and may become a vehicle for expediting changes by clarifying and focusing on matters reflecting the need for such changes.

In *Education Age,* Ralph E. Clabaugh lists three basic things that teachers want.[3] One of these is "to participate in a more meaningful way in the administration of the school system—that is, in planning and decision making." He compares decision making within the educational institution with what John Kenneth Galbraith, in his recently published book, *The New Industrial State,* calls the "technostructure." The technostructure is the term used to describe the decision-making process in the mature corporation where decisions are made by a very large group which extends from the highest officials down to, but not including, the white- and blue-collar workers who conform almost mechanically to direction or routine. The owners and the board of directors show no concern about the management of the enterprise so long as the stated goals are achieved.

In the educational institution, paraprofessional and ancillary and service personnel would represent the group that more or less routinely follows procedures dictated by the decision-making groups above them. Unfortunately, teachers have often been excluded from decision-making groups that determine the real nature and direction of the schools. Furthermore, the size of the decision-making group has traditionally been so small as to exclude principals and many central office administrators from any real influence on the important decisions.

It is painfully obvious that many school systems have failed to include teachers in a large decision-making group and have thus failed to create a viable technostructure. They have persisted in turning to the venerable oligarchs when the chips were down. The very real danger exists that the militancy movement will cause teachers to be defined as non-management, excluding them from the decision-making process at a time when enlightened administrators are seeking to bring them, at least partially, within the technostructure. Professional personnel cannot be expected to maintain their allegiance to a system that does not include them as a part of the decision-making process. True, teachers have through the years maintained a martyr-like allegiance to the goals and policies of the public school system even though they have been given little say in determining policy. But blind allegiance is no longer characteristic of teachers or the growing sense of professionalism that asserts itself in new and unfamiliar ways.

Any organization that expands its decision-making group to more fully utilize the talents and abilities of staff members reaps immediate dividends in terms of productivity and morale. The schools are no different in this respect. Immediate results are seen when teachers are involved in decision making. Broader participation creates an atmosphere where grievances are less likely to flourish or even occur. Where staff morale is high, problems that might have become grievances under less favorable conditions are taken in stride and handled satisfactorily with little or no fuss.

And yet, teachers must earn this new role. Their new power cannot be wrested from the administration. It must be imputed to them from the present management. Ascribed status must be earned by demonstrated competency if teachers are to attain the prestige they have sought so arduously in recent years.

The Joint Commission of Association of Classroom Teachers and American Association of School Administrators asserted that classroom teachers not only have the right but *"must accept responsibility for* [emphasis mine] making contributions to the profession in areas such as policy making . . . ." Teachers are no longer willing to accept the idea that it takes 20, 30, 40 years or more to translate a good idea into classroom practice. They know that collective negotiation can and has brought about needed changes in remarkably short periods of time.

School boards and school administrators have often over-reacted to the collective negotiation movement. They see it as a threat to their autonomy and their legal responsibilities. Some boards have even seen it as an attack on their competencies—both those boards who are uncertain of themselves and those boards who are so convinced that they have always had the teachers' best interests at heart that they over-react to teachers' demands. After all, they argue, teachers' insistence on negotiation is an accusation that the board cannot or will not do the job and focuses attention on alleged deficiencies in the system, thus suggesting incompetency.

Formal written grievance procedures are a part of the negotiation movement and the resulting written agreement normally includes a grievance procedure to provide recourse to teachers in securing the rights and privileges guaranteed to them by the agreement. It also serves as a vehicle for expediting change and preventing reversion to prior practices. For this reason, a great deal of attention is placed on the implementation of policies, as well as the policies, per se.

Let us put to rest the argument about teacher loyalty. A recent article in *The American School Board Journal* stressed that school officials should take a look at what factors shape allegiance—including their own leadership.[4] The main forces affecting loyalty are internal, within the school itself. School administrators and board members should not expect blind allegiance. Loyalty must be earned—and is a matter of degrees. Uncritical acceptance does little to move a system forward. If a teacher questions the implementation of a policy and feels he has been treated unfairly and raises a grievance, he is not being disloyal, even if he is critical of the system or one of its subsystems. What is essential is that clearly defined channels should be established for raising grievances and expressing criticisms and suggestions intended to improve existing school policies or procedures. The formal grievance procedure provides one important channel to meet this need.

As has been emphasized, the formal grievance procedure can only be studied and understood within the total context of the collective negotiation movement in the teaching profession. Underlying all negotiated written agreements is the grievance procedure. Although excellent relationships may exist between the teachers association and the board of education, it would be extremely naive of the teachers association to leave the interpretation of the agreement to the employer.[5]

Certainly, many of the arguments against negotiation and grievance procedures have receded into the background. The standard argument that boards of education are established by law and cannot delegate or surrender their authority has a hollow ring in the light of recent legis-

Director of the Dade County Classroom Teachers Association, asserts that teachers must constantly battle against the contention that the whole business of negotiation is illegal. He cites board opposition based on the subterfuge of illegality as a *mask* for the real objection—that is, most school boards are opposed to giving teachers a voice in the decision-making process.[6]

Daniel E. Griffiths, Dean of the School of Education at New York University, reflecting on the National School Boards Association's (NSBA) former repudiation of collective negotiation, said that "any school board which follows such a policy deserves all the trouble it will get."[7] It has been pointed out by many that if school boards refuse to participate in negotiation the important educational decisions of the day will be made by other people. It was inevitable that NSBA would soften its approach after this initial exercise of muscle flexing. As school boards are creations of the state and derive their powers from the state legislature, their powers may be extended, limited, or destroyed at the discretion of the legislature.[8] The current emphasis on professional negotiation legislation is a demonstration of the above. Also, it should be recognized that arguing that something is against the law is not necessarily a strong position to take. Teachers will assert that the law can be changed, and they have the organization and the know-how to do so within the framework of accepted procedures.

III. PREVENTING GRIEVANCES

A school system will be much less likely to be characterized by a significant number of grievances if: it is well organized, its goals and objectives are relevant to the contemporary situation, its philosophy is vital and viable, its administrative offices at all levels are filled by qualified and competent individuals who not only recognize the importance of good human relations but who are also skilled in the techniques of fostering such relations, and if its policies and administrative procedures are clear.

If one common factor could be settled upon as the fundamental cause of grievances, the failure to communicate properly would be the most likely candidate. Many controversies, both broad and specific, have originated in poor communication (or lack of it) between school boards and administrators and other professionals. Inevitably, these controversies have a negative effect on the school system.

The Governor's Committee on Public Employee Relations (New York, 1966) listed four basic measures which are needed to create constructive employee relations in the public service. The final step was the building of broader avenues of communication between government (or management) and employee representatives. The report stressed the need to check continually on the efficacy of grievance procedures with the view to seeing that they are meeting the essential requirement of helping to promote harmony by doing justice in an informal and expeditious manner.[9] The stress on maintaining lines of communication is in accord with the above hypothesis.

Good personnel administration has two basic requirements: 1) a clear and comprehensive set of written policies and 2) a procedure for clarifying and interpreting these policies within the school system when questions of interpretation and applicability arise.

To meet the first need, a comprehensive set of school board policies and administrative rules and regulations designed to implement these policies should be developed. These should be in writing and codified with special attention being given to the personnel section. They should be clearly stated and should also differentiate between broader policies and the specific administrative procedures designed to implement these policies. Provisions should be made for prompt and extensive distribution of these policies to all professionals, and key staff members should be assigned the responsibility for maintaining and interpreting the various sections. A great deal of effort is required to keep these policies accurate and current, especially when negotiations are going on almost continuously.

In earlier less formal negotiations, written personnel policies were the equivalent of today's negotiated agreement. Today, the negotiated written agreement should be in agreement with the board's written and codified policies manual which usually contains or gives reference to all personnel policies. Controversies are most apt to occur where written personnel policies are lacking or are not widely distributed throughout the system.

It might therefore be argued that the best approach to the grievance matter is to develop a good set of written personnel policies. It could furthermore be argued that if a staff member has a valid grievance, then the fault lies with the personnel policies or with their improper implementation. Why not, then, direct the vast amounts of energy that are being spent to develop and implement grievance procedures toward developing good personnel policies along with an equal effort toward making sure that they are widely known and understood by all staff members? Surely this would be consistent with emphasizing the prevention of grievances. Treating the cause instead of the effect is both more effective and more efficient.

Yet, despite the best of efforts along the above lines, differences of opinion will arise out of the interpretation or applicability of certain policies and procedures. Breakdowns or time lags will sometimes occur in the dissemination of newly negotiated items, and wordings thought clear at the time may need clarification. Good personnel administration should provide some means for the orderly resolution of any problems that might grow out of written personnel policies or the more comprehensive negotiated agreement.

One further observation seems pertinent. Grievances need to be resolved promptly. The aggrieved teacher attracts sympathy. This sympathy builds to suspicion or hostility toward the administration. A grievance grows in magnitude with every passing day that finds it unanswered. Morale is weakened. Time is important. Good personnel management must provide an outlet and a safety valve for complaints.

IV. IMPLEMENTING GRIEVANCE PROCEDURES

Let us now focus on the broad objectives of grievance procedures, the mechanics of the grievance machinery, and the problem of implementation.

The Commission on Professional Rights and Responsibilities, NEA, lists the following broad objectives: "to assure an opportunity for staff members and administrators to have unobstructed communication with respect to alleged grievances without fear of reprisal; to reduce the potential area of grievances between staff members and administrators and boards of education; to assure freedom of two-way communication through recognized channels between administrators and staff members and boards of education; and to develop the morale and responsibility of members of the professional staff."[10]

Of course, the above objectives could also be listed as criteria for good administrative procedure. But after all, one of the purposes of a grievance procedure is to guarantee good administrative practices, not only for the present time but for future years when the cast of characters may be different.

Several potential sources of difficulty should be identified, considered carefully, and dealt with in the light of the particular circumstances of each individual school system. The failure to consider the importance of these areas may place serious obstacles in the development and implementation of effective grievance procedures and may limit the value of these procedures to teachers, administrators, or both.

The board of education's attitude toward the questioning of its policies, its attitude toward teacher involvement (or intrusion) in the decision-making process, its real understanding of the nature and purpose of the procedure, its experiences (for example, legalistic and industrial management background, and so forth), its degree of paternalism or a "we know best" attitude, its shock at teachers daring to question—all of these factors will have an important bearing on teacher attitude. Many of the above will apply almost equally to line administrators.

The recent history of the association, the style of administrative leadership, the adequacy of existing administrative policies and procedures, and the feelings of security or insecurity of administrators must be evaluated. Resistance may come from some teachers themselves who resent the close similarity to the union procedure. Each superintendent must consider these and many other items in the local context. In essence, he must be aware of how the grievance procedure is seen by the board of education, administrators, teachers, and the public. Needless to say, he must understand his own attitudes toward the grievance procedure and look at the procedure objectively in the light of his own convictions and philosophy of administration. Such reflections will result in a grievance procedure which is effective and which is consistent with the over-all objectives of the school system.

It was stated earlier that grievance procedures should always be developed jointly by administrative representatives and teachers. This is true whether the procedures predated the negotiation movement or were developed during the movement. It is true whether the procedures were developed within the staff organization or in consultation or negotiation with the professional association. It should be obvious to everyone that if negotiation is a process which is directed toward the bilateral determination of policies, then the grievance procedure, as one of those policies, should be negotiated and should be a part of the written agreement. The grievance procedure, however, should not be confused with the negotiation procedure; the grievance procedure, not individual grievances, should be negotiated. Also, individual and specific grievances should not be confused with generic grievances which may enter into the negotiation process. It is better to avoid the use of the term "grievance" for the latter category.

Grievance procedures should be an integral part of personnel policies and should be easily accessible to all. Furthermore, the grievance procedure should be an integral part of the negotiation agreement. The next few years will see virtually every school system in the country operating under some form of negotiation, and it is a foregone conclusion that all personnel policies, including grievance procedures, will be negotiated and incorporated in the written agreement. The recently passed New Jersey Public Employer-Employee Relations Act specifies that every school board in New Jersey will be required to "negotiate written policies for grievance procedures." Therefore, the distinction made by some between the administrative procedure and the negotiated procedure does not appear to be useful or meaningful.[11] Certainly the negotiated grievance procedure (as part of the written agreement) will be *a part of* the written rules and regulations of the school system.

Criteria for grievance procedures. While grievance procedures will vary widely in specificity and while local conditions and needs will determine the content and wording of each procedure, it would seem that the following criteria could be applied to any procedure:

1. It should be cooperatively developed and should be put in writing.
2. It should be an integral part of the negotiation agreement.
3. It should clearly define a grievance (and other terms).
4. It should provide for adjudication of grievances through regular administrative channels or through channels provided by the recognized staff organization.
5. It should encourage resolution of the grievance as closely as possible to the point of origin but should also contain a specified sequence of steps, with reasonable time limits imposed at each step.

6. It should provide for appeal to the board of education.

7. It should provide for participation by an impartial third party, probably prior to the appeal to the board.*

8. All internal methods of resolving a grievance should be used before any external means are employed.

9. It should safeguard the grievant from prejudice or retaliation as a result of the processing of the grievance.

The above are essentially the principles enumerated in a 1966 AASA publication, *School Administrators View Professional Negotiation.*

It is neither wise nor practicable to write a single grievance procedure which could be considered the "best" procedure. The details of the procedure must be tailored to the size, organization, and structure of a given school system. Recent relationships between the teachers association and the board of education will clearly affect the developing procedure. The grievance procedure may be long or short, formal or informal, specific or general, all depending on the complex constellation of interpersonal relationships that exist in the individual school system. Therefore, the answer to specific questions growing out of the above, such as "What happens if the time limits are not observed?" or "At what point should the grievance be reduced to writing?" must be decided by each locality. The answers may be implicit in the procedure itself or they may be dealt with in the implementation procedures.

Guidelines for implementing the procedure. The success of any grievance procedure depends on its implementation. Leslie Young[12] suggests the following to make a procedure operational:

1. Allow for the easy lodging of complaints.

2. Provide for prompt but complete, careful, and considered investigation of all complaints.

3. [Provide for] immediate sifting of complaints from grievances.

4. [Insure] impartial treatment and protection from reprisal for those lodging complaints. This should not be necessary but it is to be remembered that grievances usually originate as redress for alleged abuses of administrative initiative.

5. Provide for resolution of grievances at the lowest possible level of the administrative hierarchy, thus strengthening line of authority.

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* This is obviously the thorniest problem, and there are many different interpretations of the role, the function, and the authority of third parties ranging from AASA's insistence on a fact-finding and advisory role to compulsory and binding arbitration.

6. Assure informal handling of complaints during primary presentation.
7. Treat all grievances confidentially.
8. Support junior administrators when dealing with employees, but reprove them privately as necessary. It is essential to prevent administrative leap-frogging.
9. Improve operating efficiency.

Item 3 has value for the administrator but does not alter the procedure itself. Item 9 relates to the preventive aspects emphasized throughout this article.

To supplement the above, teachers and administrators, especially the principal who will usually be the initial administrator to deal with a grievance matter, should jointly develop the details of implementation.

Forms should be developed for the processing of grievances with provision made for the necessary record keeping to assure prompt handling and resolution. Such forms would include an initial written request for grievance review and an administrative form to keep track of any grievances that are appealed to higher levels. A high level administrator should be assigned the responsibility for coordinating the processing of all grievances, maintaining an adequate system of record keeping, and making recommendations as to the processing of grievances or the need for clarifications or modifications in administrative procedure.

Some people believe the grievance procedure should be kept as short and simple as possible, limiting it to basic definitions and the mechanics of appealing to higher levels within specified time limits. A contrasting viewpoint is that the grievance procedure should include an introduction or preamble. This preamble serves the purpose of maintaining good internal public relations by expressing confidence in both teachers and administrators to resolve professional problems and explaining that it is the growing complexity of the school system and its policies that suggests the need for a grievance procedure, not a lack of confidence in administrative personnel. A separate section should clearly and concisely deal with the purpose of the procedure and the underlying philosophy, and in general set the tone.

A section on definitions should carefully define those persons covered by the procedure and should distinguish as the local situation requires between complaints, alleged grievances, and grievances. It should also define aggrieved persons, respondents, parties of interest, and timekeeping methods.

A fundamental definition of a grievance should include the following elements—"an allegation by a teacher or group of teachers of discriminatory or arbitrary treatment arising from the employment relationship between the board of education and the teacher instituting a grievance, or the possible misapplication or misinterpretation or an alleged violation of the public school laws, the policies of the board of education, or the administrative rules and regulations designed to implement said policies."[13] A basic assumption of any grievance is that the teacher must be personally and adversely affected by decisions growing out of the aforementioned.

The procedural section of the grievance procedure should clearly define the steps the teacher must take, the right to legal or other counsel, and the various levels of appeal with clearly specified time limits terminating with appeal to the board of education. Conditions of recourse beyond the board, including the courts, may be included as a matter of information if a complete procedure is desired.

It was stated that the best way to handle a grievance is not to let it arise in the first place. It has also been pointed out that grievances should be resolved at the lowest possible administrative level—that is to say, as near as possible to the point of origin. As the typical grievance procedure begins at the school level, the principal will be the key figure and will assume the major responsibility in the grievance process—both in running his school in such a way that few grievances are likely to be presented, and in assuming the initial responsibility for handling those that do come up.

A good grievance will call for an employee with a problem to discuss it with his immediate administrative superior. After all, it is the administrator's job to make decisions growing out of questions raised by his staff. The formal grievance procedure provides a means to appeal these decisions on certain grounds. It seems foolish to define a grievance in such a way that every concern, problem, complaint, or request would be included. It also seems foolish to reduce every little problem to writing, call it a grievance, and invoke formal machinery to resolve it.

The handling of numerous problems is part of the day-to-day administration of the schools, and the good administrator will work most of these problems out with his staff on an informal basis. Most employee problems can be settled on an informal basis and without the use of the latter stages of formal grievance procedure. Every procedure should encourage this initial oral dialogue between the parties involved. The overwhelming number of problems and complaints is satisfactorily dealt with at this level and never goes beyond this stage. A recent questionnaire indicated that almost three-fifths of level *three* agreements did not process a single grievance during a recent year.[14] Another estimate is that only about 10 percent of employee complaints go beyond the initial talking stage.[15] The experience of teachers associations that have utilized separate grievance procedures has also borne out this experience. In a recent three-year period, over 50 inquiries were received by the Teachers Association of Baltimore County, Maryland, concerning their grievance procedure. All but two were resolved at the preliminary informal level of oral consultation and review without going on to further levels where it would be required that they be reduced to writing.

For the above reasons, it is wise to distinguish between those day-to-day problems, concerns, and differences of opinion that are normally resolved at the operational level of the school system and those intensified and enduring complaints that cannot be resolved satisfactorily by one's immediate superior. The latter category represents the true grievance.

If the problem cannot be resolved by the immediate superior, the employee then notifies his administrative superior of his intention to appeal the decision. He reduces it to writing, providing copies for himself, the principal, the administrator at the next level, the staff coordinator of grievances, and probably the teachers association. At this point, the employee has decided to invoke the formal machinery of the procedure, and his problem is not identified as a formal grievance. To utilize the "shop steward" concept at the building level would seriously hamper the team approach to running the school and would impair the efficiency of the administration.

V. THE PRINCIPAL AND THE GRIEVANCE PROCEDURE

The school principal has the basic responsibility for the implementation of the negotiated agreement. The burden for interpreting the terms of the agreement and providing for their implementation rests largely on his shoulders. As the principal has this key role, it is essential that he be involved in the negotiation process. There have been recent cases where items were negotiated that were impossible to implement. If the principal had been involved, he would have been able to advise that certain proposals were not administratively feasible and perhaps suggest modifications or alternatives.

The role of the principal in negotiation has two aspects—one his representation in matters related to his personal welfare as a principal, and the other his representation in matters directly related to the administration of his school and the implementation of the agreement. Needless to say, the two cannot be completely separated. We are mainly concerned, however, with the second type of representation.

Principals face several dilemmas in attempting to be involved in negotiation. They cannot negotiate for the school board if they are members of the bargaining unit. Not only can they not be expected to negotiate against themselves but recent court decisions have ruled that once a principal negotiates for the board of education, the professional association can no longer represent him at the negotiating table. If he sits on the teacher's side of the table, he risks the loss of some measure of involvement in policy making that accrues to him through his "management" position, and he also causes considerable alarm among board members who see a possible confrontation where the members of "their" team will be wearing the wrong uniforms. Principals have been reminded many times that they are "a part of management" and that they must act like management at all times, not just when this role suits their purpose. Three possible solutions are:

1. Principal representatives should attend all negotiation sessions as advisors and consultants but not as active negotiators. That is to say, they should not be involved in the actual interplay of the negotiation process but should react to proposals and supply information when requested to do so.
2. They could be involved in a similar capacity in pre-negotiation sessions, at which time spokesmen for the two sides would discuss the agenda, request or supply information, and clarify issues and proposals.
3. They could be furnished with copies of agendas of upcoming meetings and be invited to submit written observations and pertinent data which would be forwarded in advance of the negotiation session to all members of the team concerning any of the items. Regardless of the form of involvement, the principal should be expected to answer questions such as: "How would the adoption of this proposal affect the over-all operation of your school?" and "Is it administratively feasible?"

Some administrators will say that the principal should expect to participate in the development and formulation of goals or policies that the administration might want to negotiate with teachers,[16] but as long as principals are included in the bargaining unit, their schizophrenic dilemma will persist. Actually, they could make a contribution through either the teachers association or the board's team, as long as they did *not* negotiate it. The important point is that they should have a hand in shaping the direction of proposals before it is too late to change that direction easily.

As it falls to the principal to implement the provisions of the agreement and as grievances are a product of noncompliance or misinterpretation of the terms of the negotiated agreement or policies and administrative procedures of the board of education and the central staff, the principal will usually be the first person to deal with a grievance. When the following conditions exist, grievances are most likely to occur:

- The policies of the board of education and the administrative rules and regulations of the central staff are not clear and free from ambiguity, are not in writing, and are not easily accessible to all staff members.
- Administrators (or the general membership of the teachers association) are not consulted in the negotiation process.
- There is a delay in transmitting newly negotiated items and in the necessary updating of previous administrative directives to staff members that are involved.
- Teachers are not involved in the really important decisions either at the school level or at the system level.
- The administration or the teachers association is not sensitive to the real concerns of teachers and fails to give attention to processes by which institutional structures change or are maintained.
- Principles of sound human relations are neglected.

The principal can do more than anyone else to reduce the possibility of grievances. He should keep abreast of association matters and trends. He should contribute to the decision-making process through both his association and through his administrative superiors. He should review his relationships with his staff and he should evaluate his style of administrative leadership. He should treat his staff as professional colleagues, respect their contributions, and encourage their growth as professionals. He should involve teachers in the decision-making process without relinquishing his responsibilities. He should organize a faculty professional council in his school and use it as a medium to maximize the contributions of each staff member and as a vehicle to keep abreast of the concerns of teachers by providing continual feedback.

Let us not confuse the faculty council, or whatever name it is known by, with a grievance council. While this may be one of its functions, it is far more than a "gripe committee." It is a positive force in the life of the school. It should initiate suggestions for improving the school. It should study possible changes in the school program and make suggestions. It should help plan faculty and curriculum meetings. It should work closely with the principal and should earn his respect just as he should earn its respect.

And yet, even the best administrator will probably have a grievance or two filed "against him." "Against him" is in quotes because it highlights the fears some principals hold for grievance procedures. A grievance, while it questions an administrative decision, may basically question poor policy or an unclear one. It may have nothing to do with a principal's ability as an administrator; then again, it might. The principal often finds himself in the role of a defendant with the procedure seeming to favor the teacher. Yet, if the procedure is a good one, it protects the administrator from unwarranted charges. It sometimes takes a suspected cancer out of the faculty room and performs a biopsy on it. A good grievance procedure provides a process for resolving professional problems in as thorough and fair a way as possible. As such it can serve to strengthen principal-teacher relationships rather than weaken them because the process establishes reasonable safeguards for the rights and interests of both parties. Perhaps one of its most useful contributions is that it guarantees consistency in the resolution of professional problems.[17]

Grievance cases may reveal a pattern, either in a particular school or in the over-all system. Certainly the central office should be alert to these patterns and evaluate them carefully to see if they reveal ignorance of policy on the part of administrators or teachers or vagueness about policy, and also to see if they suggest the presence of some poor policies. A principal may inherit difficulties from a previous administration, and courageous action may result in a number of "alleged" grievances. However, the possibility certainly exists that a large number of grievance cases filed against a particular principal may indicate an autocratic administration, an inability to adjust to change, or just plain incompetence. If the message is clear, prompt remediation should be effected by whatever means is necessary.

George Redfern has indicated that one advantage of a sound grievance procedure is that it can be a two-way street. If a principal has a complaint or grievance against a teacher, he states that he should also have the right to use the grievance procedure in his own behalf.[18] If Redfern means by this that the principal may bring a grievance against a teacher who has violated the contract, I would not agree with him. There would be no need for the principal to file such a grievance. He already has administrative recourse against the teacher.

When a teacher is not satisfied with the decision of a principal and appeals that decision, either informally or through the formal grievance procedure, it should be made clear that the principal should not take the attitude that the matter is out of his hands. It is not. The matter continues to represent unresolved conflict and the principal should continue to give it his attention and seek a satisfactory resolution. He cannot turn his back on any matter that is related to the operation of his school.

However, it should also be made clear that his continued interest and efforts in the unresolved problem should not interfere in any way with the continued processing of the grievance or place any pressure on the teacher to withdraw his grievance or accept a lower level decision.

There is no reason for principals to fear a good grievance procedure. The grievance procedure, per se, contains nothing that would threaten the principal or erode his right to operate his school in accordance with the provisions of the law, the policies of the school board, and the dictates of his own conscience and good judgment. As long as he participates in a meaningful way in the review of teacher requests and advises the superintendent and the board of education of the implications of these requests for the administration of the schools, a major source of grievances will be eliminated—namely, disputes and disagreements concerning the elements of the negotiated agreement.

Many teachers have little conception of their legal rights and responsibilities, principally because they have little or no formal training in this field. They tend therefore to overestimate their rights and underestimate their responsibilities before the law.[19] As the teaching profession matures, grievances tend to focus on truly significant and professional issues, help promote improved understanding, and clarify and strengthen the responsibilities of board members, superintendents, and teachers alike.[20]

If principals are left out of the negotiation process, the blame will largely be theirs because they have not, up to this time, *insisted* on their rights and accepted their responsibility to advise and counsel the superintendent's staff in their preparations for negotiation. School boards have often failed to give the proper attention to preparing for negotiation, and principals must share some of this blame if they fail to advise properly the central staff. Principals should take the initiative and not wait to be asked to participate. They should make proposals of their own as to how to more effectively utilize their professional staff and remove those obstacles to teacher efficiency, productivity, and professional fulfillment that create a milieu which gives rise to teacher grievances.

Some aspects of the principal's dilemma as "the man in the middle" are more contrived than they are intrinsic to his basic role. There is no real dichotomy or forced choice between the principal's role as a principal and his role as a teacher, because no administrative decision has real validity apart from its relationship to or its impact on the instructional program and the difference it makes in the lives of boys and girls.

When the board of education develops policy without the advantage of the knowledge and perspectives of all members of the professional staff, they engage in a form of professional parthenogenesis which is an anachronism in this day of enlightenment and respect for the contributions which all men can make, both as individuals and as members of groups that seek common goals.

This could be one of teachers' most serious grievances.

FOOTNOTES

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Appendix I

Glossary of Terms

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Glossary

Compendium. Several terms have been used in this analysis of negotiation. This compendium is included for ready reference and indicates the definition or position taken with regard to each term.

Term or Item	*Definition/Position Taken*
Administrator's role in negotiation	School administrators (below the rank of superintendent) will have different roles in different school systems. Their principal functions will be to provide information, review and react to items on the negotiation list, advise the superintendent, and assist in the implementation of the negotiated agreement. In some instances, their representatives serve on the administrative team.
Agenda	The finally agreed-upon list of requests (demands) and counterrequests that become the items for negotiation. Generally, once the agenda is agreed upon, no new items are added to the list.
Agreement (contract)	The finally agreed-upon document, which contains the terms of the negotiated contract and which binds the parties to certain actions for a specified period of time.
Accountability in negotiation	A principle that holds that each negotiating party should be held answerable for its actions by some higher authority, e.g., board of education is responsible to the public; the superintendent to the board of education.
Analysis of requests	The process by which items on the negotiation list may be examined to ascertain their economic costs and educational implications.

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Term of Item	*Definition/Position Taken*
Arbitration of impasse in negotiation	A procedure of final recourse designed to resolve a negotiation deadlock (impasse) wherein a third party is called in to render a decision usually accepted by the negotiating parties as final and binding.
Arbitration of impasse in grievance procedure	An impasse may occur in the resolution of a grievance, i.e., no mutually satisfactory solution may be reached, even at the terminal step in the process. In such an instance, the parties may agree to submit the grievance to an outside arbitrator whose decision may become binding.
Attitudes toward negotiation	The viewpoints and/or biases of teachers, administrators, and board members, which can produce a climate of either acceptance or disapproval and which either facilitates or obstructs negotiation.
Board of education in negotiation	Bears the ultimate responsibility for representing, in negotiation, the school system as an institution and the public interest. This responsibility is fulfilled by delegating the negotiation responsibility to the superintendent of schools and by holding itself as the ratifying body.
Collective bargaining	The process by which teachers, through their designated representatives, negotiate with the board of education, through its designated representative(s), with reference to salary, working conditions, and other matters of interest to the negotiating parties. Collective bargaining usually follows a labor-management format.
Complaint	A problem that may or may not develop into a grievance. It normally occurs at an operational level either in a local school or office. It often involves a teacher or other employee and an administrator or supervisor and may be resolved without becoming a grievance.
Conciliation	A term often used in the same sense as mediation. It involves the service of a third party whose purpose is to help the negotiating parties reach

Term of Item	*Definition/Position Taken*
	a voluntary agreement without any form of coercion.
Consultants	Those called in by the negotiating parties to provide expert advice and opinion about some aspect of the subject(s) under negotiation.
Fact finding	A process of investigation of an impasse in negotiation for the purpose of ascertaining the relevant facts and analyzing the issues that underlie the dispute, so that a report may be filed with recommendations for a settlement.
Good-faith negotiation	Negotiation that is conducted honestly and forthrightly and that avoids any attempt to subvert the process or to put obstacles in the path toward a satisfactory agreement.
Grievance	An aggravated or intensified complaint that cannot be settled at the operational level and has to be resolved through the grievance procedure.
Grievance procedures	The sequential steps through which aggravated complaints may go in being satisfactorily resolved, the progression being upward through the hierarchical ranks of the organization.
Impasse	A deadlock reached after a reasonable period of good-faith negotiation and which the parties are unable to resolve without "outside" assistance.
Legal counsel	An attorney with expertise in negotiation who gives advice in the carrying out of the process. He may or may not engage in direct negotiation. One or both parties may have legal counsel.
Mediation	A fact-finding and advisory process of interpreting, counseling, and suggesting to the negotiating parties possible ways to solve an impasse in negotiation, such recommendations not being binding.
Negotiation	Systematic process whereby teachers (or employees) and the board of education (through designated representative) may negotiate matters of

Term of Item	*Definition/Position Taken*
	mutual concern with provisions for the resolution of possible impasses in negotiation. While the process of negotiation may resemble collective bargaining in form and technique, it is usually structured to conform to the educational setting.
Negotiation "book"	A systematically assembled account of items on the negotiation list analyzed for cost and educational implications, plus provisions for a running account of the action taken on each item.
Negotiation climate	A state of mind or attitude of the principal negotiating parties ranging somewhere on a continuum from mutual receptivity and acceptance to general hostility.
Negotiation data	The facts and figures assembled—in advance of actual negotiation—to assess the economic and other resources of the school system and an analysis of the estimated costs of the items on the negotiation list as presented for consideration.
Negotiation laws	Statutes passed by state legislatures governing the conduct of negotiation in a given jurisdiction and establishing the general guidelines under which professional negotiation in individual school systems may be carried out.
Negotiation and advisory consultation	Processes by which teachers and other school employees exert a voice in determining the decisions, conditions, and policies under which the school system operates. *Negotiation* assumes a divergence of initial positions reconciled through the give-and-take of good-faith negotiation. *Advisory consultation* consists of cooperative staff involvement through consultation to solve problems or to reach mutually satisfactory decisions on issues of concern to the parties involved.
Negotiating parties	Individual(s) representing the teachers (or other employees) and the board of education (or its designated representative) who meet to consider items on the negotiation list and who seek to achieve an agreement satisfactory to both parties.

Term of Item	*Definition/Position Taken*
Negotiation record	Consecutive account of action taken on each negotiated item showing the position of each party and the conclusion reached in each instance.
Negotiation sessions	Formal meetings of the negotiating parties at which pro-and-con arguments are presented with reference to the items under negotiation.
Negotiation strategy	Tactics employed by each party in arguing its case in its effort to attain the objectives for which it is negotiating.
Negotiation teams	Individuals engaged in actual negotiation—one group representing teachers or other employees, the other representing the board of education. Size and composition of the two teams varies by school systems.
Negotiation unit	Categories of employees that will be represented by the organization designated by the teachers (or other employees) and recognized as such by the board and administration.
Recognition agreement	Formal acknowledgment by the board of education of an employee organization—officially designated—to represent teachers and/or other employees in professional negotiation.
Record of voting	Systematic consecutive account of decisions reached on each item on the negotiation list.
Representation by certification	Procedure wherein recognition is granted to an employee organization to serve as the negotiating agent with the board of education (through designated representative) on the basis of certified membership records, signed authorization cards, or other techniques which will indicate the majority organization without recourse to a formal representation election.
Representation by election	Process of determining the organization that will serve as the negotiating agent with the board of education (through designated representative) by means of a secret ballot.

Term of Item	*Definition/Position Taken*
Sanctions	"Censure, suspension or expulsion of a member, severance of relationship with an affiliated association or other agency; imposing of a deterrent against a board of education or other agency controlling the welfare of the schools; bringing into play forces that will enable the community to help the board or agency to realize its responsibilities; or the application of one or more steps in the withholding of services . . ."[1]
Scope of negotiation	Limitations (if any) placed upon the kind and number of items or issues that may be presented for negotiation by either or both parties.
Strike	An action of last resort taken by employees when an extended impasse in negotiation occurs and that results in work stoppage or cessation of service.
Summary of decisions	Summary of actions taken on all items on the negotiation list, thus providing a written record of decisions reached.
Superintendent's role in negotiation	Depending upon the requirements in different school systems, the superintendent may perform a variety of functions ranging from "bystander" with no direct responsibility for negotiation to chief negotiating spokesman representing the board of education.
Teacher wants	The aspirations and expectations of teachers that may become the underlying motivations for the formation of specific requests for negotiation.
Union affiliation	Identification with a labor-oriented organization (union) rather than a teacher association for the purpose of engaging in negotiation.

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[1] National Education Association, National Commission on Professional Rights and Responsibilities. *Guidelines for Professional Sanctions.* Revised edition. Washington, D. C.: the Commission, 1966. p. 9.

Appendix II

Sample Contracts

CONTRACTUAL AGREEMENT

between the

Board of Education of the Syracuse City School District, Syracuse, New York

and the

Syracuse Association of Administrators and Supervisors

Ratified
by the

Syracuse Association of Administrators and Supervisors

August 15, 1968
and
by the

Board of Education of the Syracuse City School District,
Syracuse, New York

at its

Regular Meeting September 17, 1968

PREAMBLE

The Board of Education of the City School District of Syracuse, New York, and the Syracuse Association of Administrators and Supervisors have an identity of interest in their shared responsibility of providing the best possible educational opportunities for the children of the Syracuse public schools. Both groups recognize the need for working cooperatively toward this goal. It is toward this end, with mutual respect for the rights, responsibilities, and duties of each other, that the Board and the Association enter into this agreement.

THIS AGREEMENT IS MADE AND ENTERED INTO on this 20th day of September, 1968, by and between the Board and the Association.

ARTICLE I—RECOGNITION

A. *Nature and Terms*

1. The Board of Education of the Syracuse City School District, having determined that the Syracuse Association of Administrators and Supervisors is supported by a majority of the employees in Unit No. 2 (Administrators and Supervisors), as defined in the Recognition Resolution dated April 24, 1968, hereby recognizes the Syracuse Association of Administrators and Supervisors as the exclusive representative of all employees in the unit, and hereby extends to the Syracuse Association of Administrators and Supervisors the following rights:

   a. to exclusively represent members of the unit in negotiations regarding wages, hours, and terms and conditions of employment;

   b. to represent members of the unit in the settlement of grievances;

   c. to membership dues deduction, upon presentation of dues deduction authorization cards signed by individual employees; and

   d. to unchallenged representation status, as provided in the said Recognition Resolution.

2. During the period of recognition hereunder, or under any renewal of such recognition, the Board agrees not to negotiate in any way with any other organization representing or claiming to represent employees in the negotiating unit represented by the Association.

3. In the event that any competing employee organization claims the right to represent the employees in said unit, the selection of employee representative shall be determined by the School District Employment Relations Council.

B. *No Strike Clause*

The Association agrees and affirms that it does not have, and will not assert, the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE II—OTHER CONTRACTS AND AGREEMENTS

A. Each administrator covered by this agreement shall be responsible and duty bound to administer and enforce the express terms of any and all contracts and agreements which apply to personnel under his jurisdiction. Each administrator shall familiarize himself with the provisions of each agreement and shall enforce its provisions to the extent it is within his power to do so. No portion of this agreement shall, in any way, be interpreted or construed to alter or modify any provision of any other agreement which the Board has executed with any other employee organization.

B. If any provision of this agreement, or any application thereof, is found to be contrary to the provisions of any agreement executed with any other employee organization, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by this agreement and all other such agreements, but all other provisions or applications of this agreement will continue in full force and effect.

ARTICLE III—BUILDING RESPONSIBILITIES

A. A principal shall have the right to manage his individual school, including, but not limited to, the right to determine the methods and means by which its operations are to be carried on, to direct the assigned school personnel, and to conduct the operation of the school in a safe and effective manner, in accordance with the established policies of the School District, the Regulations of the Commissioner of Education, all applicable statutes (state and federal), and the provisions of any and all contracts with other employee organizations which apply to any and all personnel under his jurisdiction.

B. The principal shall have the authority to assign certificated personnel in a manner consistent with the best organization of the building, and in accordance with the Regulations of the Commissioner of Education and with the established policies of the District.

C. The principal shall be consulted in the assignment of all personnel to his building.

D. All personnel assigned to a building shall be subject to the direct supervision of the building principal, and to the general and technical supervision of the respective department heads.

E. In elementary schools which do not have vice-principals assigned, District policy requires the designation of a teacher-in-charge when the principal is to be out of the building. In any case, when it is known in advance that such an elementary principal will be absent from the building for one or more full days, and when other administrative arrangements are not made, a daily substitute teacher shall be assigned, when necessary, to cover the class of the teacher-in-charge for such period of the principal's absence.

ARTICLE IV—SCHOOL CALENDAR

A representative, designated by the Association, will be included as a member of the school calendar preparation committee.

ARTICLE V—ASSIGNMENT OF TEACHERS

Supervisors, in consultation with building principals, shall recommend teacher assignments to the Personnel Department.

ARTICLE VI

SUPERVISION AND EVALUATION OF PROBATIONARY CERTIFICATED PERSONNEL

A. The supervision and evaluation of all probationary certificated personnel shall be the joint responsibility of the building principal and the supervisor.

B. The supervisor shall initiate the annual formal evaluation conference.

ARTICLE VII—EVALUATION OF NON-CERTIFICATED PERSONNEL

The evaluation of non-certificated personnel shall be the joint responsibility of the building principal and the respective department head.

ARTICLE VIII

SECRETARIAL ASSISTANCE AND TEACHER AIDES

A. Full-time secretarial assistance shall be provided for all schools, with the exception of ———— School. Assignment of additional secretarial assistance should be based on the following:

1. Pupil enrollment
2. Turnover
3. Integration (receiving schools)
4. Special problems: attendance; truancy; tardiness
5. Special projects: continuous progress; individualized instruction in prototype school
6. Extent or lack of volunteer service available
7. Availability of teacher aides

B. It is desirable that there be at least one full-time teacher aide assigned to each school building.

ARTICLE IX

PROFESSIONAL RIGHTS AND RESPONSIBILITIES COMMITTEE

1. The Professional Rights and Responsibilities Committee of the Syracuse Association of Administrators and Supervisors shall be empowered to meet with the Superintendent, or his designee, informally on all matters of professional rights and responsibilities concerning members of the unit.

2. Any member of the unit may request representation by the Professional Rights and Responsibilities Committee of the Association to be in attendance at meetings with the Superintendent and/or his assistants, on matters pertaining to professional performance or the welfare of the individual member.

ARTICLE X—LEGAL COUNSEL AND REPRESENTATION

A. *School District Responsibility*

The School District agrees to hold administrators harmless from any financial loss, including attorneys' fees, arising out of disciplinary action taken against any pupil in the District, or judgment, by reason of any act, or omission to act, by such administrator, within or without the school buildings, provided such administrator, at the time of the act or omission complained of, was acting in the discharge of his duties within the scope of his employment, or under the direction of the School District, provided, also, however, that the District shall be under no obligation to satisfy any financial or other penalty imposed upon an administrator as the result of conviction of a criminal offense. It is further understood and agreed that the liability of the School District, as set forth in this section, shall be coextensive with, but shall not exceed, the liability as set forth in Sections 3023 and 3028 of the Education Law.

B. *Notice of Claim*

The School District shall not be subject to the duty imposed in Paragraph A of this article, however, unless the administrator involved shall, within ten (10) days of the time he is served with any summons, complaint, process, notice, demand, or pleading, deliver the original, or a copy of the same, to the Superintendent.

C. *Notice of Incident*

The School District shall not be subject to the duty imposed by Paragraph A of this article unless the administrator involved shall, within ten (10) days of an occurrence which, reasonably, could be expected to result in a claim or complaint, notify the Superintendent, in writing, of the facts of said occurrence so that a timely investigation may be conducted by the District. Nothing contained herein shall be construed as a bar to an administrator's exercising his rights under Section 3023 of the Education Law or any other statute or regulation as may apply, nor shall it be construed as a bar to the Board and the Association agreeing to waive the provisions of this paragraph.

D. *Absence Due To Injury*

Days allowed for absence due to injuries suffered in the line of duty shall not be deducted from sick leave allowance. In compensation cases resulting from such injuries received in line of duty, the administrator will suffer no loss of pay or sick leave time. In such circumstances, the Board will continue to pay the administrator his regular salary and benefits for the period involved. Any lump sum settlement for permanent injury shall not be transferred to the Board. The weekly allowance paid the administrator under Workmen's Compensation will be transferred to the Board. The Board will pay the entire uninsured cost of medical expenses incurred as a result of said compensable injuries. Administrators who are absent from duty, with pay, pursuant to this paragraph, may be required, at the discretion of the Superintendent, to file a medical report with the School Health Director. When such a report is requested, the Superintendent will make a determination on the basis of said report and the recommendation of the School Health Director whether pay shall be continued. In no instance shall payments to an administrator for service-connected disability exceed those provided under Compensation Law, unless the Superintendent, in his sole and exclusive discretion, shall authorize such payments, notwithstanding any determination by any compensation board which is at variance with the determination of the Superintendent.

ARTICLE XI—SALARY

A. With the exception of the head of the practical nurse training program, the salaries of the members of the unit shall be based on an index ratio in relation to the teacher salary schedule, of not less than 1.3, as is currently practiced. The index ratio for the head of the practical nurse training program shall be 1.15. The 1969 budget shall provide the amount of $175,000, including fringe benefits, for increases in salaries for members of the unit. The Association understands that all salary commitments for 1969 are limited to the expenditure of $175,000 for salary purposes, and that this stated amount is an upper limit only and does not constitute a commitment by the Board to expend the full amount.

B. *Promotions and Transfers*

1. Administrative personnel transferred to different administrative positions in the District shall have all training and experience evaluated at the time of such transfer, and shall be entitled to salary placement on the new schedule in accordance with experience and training. Agreement as to salary placement shall be reached between the transferee and the Superintendent of Schools before the transfer is made official, and such agreement shall be final, once officialized by formal action of the Board of Education, and shall not be subject to review thereafter.

2. In case an administrator receives two or more promotions within a period of twelve (12) months, he shall be entitled to evaluation of education and experience prior to each such transfer, as provided in sub-paragraph B.1 of this section.

3. An administrator serving in an acting capacity shall be placed on the salary schedule as provided in sub-paragraph B.1 of this section, and, upon returning to his former position, shall be paid the salary of the former position required by the schedule in force at the time of return,

with the full experience credit he would have earned had he not served in the acting position.

4. The policy described in sub-paragraphs B.1, B.2, and B.3 of this section shall be in effect on July 1, 1968, and shall be retroactive to the effective date of appointment for any new administrative appointment made effective on or after June 18, 1968.

5. *Save Harmless*—In the event that the classification of a school is lowered because of a decrease in pupil population, the salary, including any accrued increments of the incumbent principal, shall remain in the original classification. Should a principal of such a reclassified school decline assignment in a school of higher classification, then his salary shall be adjusted to that of the school in which he remains.

In the event that a member of the unit is transferred to another position which carries a lower salary, the Superintendent, in his sole and exclusive discretion, shall be empowered to recommend payment of the lower salary provided in the schedule, or the Superintendent may, in his sole and exclusive discretion, recommend payment of the salary of the previous position, whichever he may feel is appropriate in the individual case. No such recommendation in one case shall create a precedent binding on the Superintendent in other transfers.

C. Junior and senior high schools shall have available the equivalent of one (1) vice-principal position for an eleventh (11th) month during each school year.

D. Principals of Class III schools may be allowed an eleventh (11th) month of service, with the approval of the Superintendent.

E. Principals of Class I and Class II schools may be allowed two (2) additional weeks of service, as needed, upon request of the principal and with the approval of the Superintendent.

F. The following supervisors and principals shall be on an eleven (11)-month salary schedule:

1. Supervisor of English, Languages, and Libraries
2. Supervisor of Special Education
3. Supervisor of Primary Grades and Kindergarten
4. Supervisor of Business Education (but only if salary is paid from outside the General Fund of the District)
5. Supervisor of Intermediate Grades
6. Junior High School Principals

G. The following supervisors and principals shall be on a twelve (12)-month salary schedule:

1. Supervisor of Health, Physical Education, and Safety
2. Senior High School Principals

H. Other supervisors and principals may be granted extension of service, on request, and with the approval of the Superintendent.

I. The salary of the supervisor of the Manpower Development and Training Center No. 2 shall be at an hourly rate, as provided in the budget of the Manpower Development and Training Program. All provisions of the MDT contract, relating to continuation of MDT positions contingent on continued funding, shall apply to this position.

J. With the adoption of this agreement, all previous administrative-supervisory salary schedules, and all policies pertaining thereto, shall be rescinded, and replaced by this article.

ARTICLE XII—FRINGE BENEFITS

A. *Health Insurance*

The Board agrees to assume the total cost (100 percent) of the employee cost, and thirty-five (35) percent of the dependent cost of the present health insurance program.

B. *Continuing Education Leave of Absence*

Continuing education leave may be granted to no more than one (1) percent of the unit at any given time, provided the amount expended therefore shall not exceed a line item in the annual District budget, set aside for that purpose.

ARTICLE XIII—VACANCIES

A. All administrative and supervisory vacancies, or newly created positions in this category, shall be advertised in the weekly administrative bulletin as soon as the Superintendent is prepared to receive applications for these vacancies.

B. In case of a summer vacancy, the president of the Association shall be notified of such vacancy.

ARTICLE XIV—APPOINTMENT AND EVALUATION OF ADMINISTRATIVE AND SUPERVISORY PERSONNEL

The appointment and evaluation of all administrative and supervisory personnel shall be the responsibility of the Superintendent and other members of the professional staff, designated by the Superintendent.

ARTICLE XV—PROFESSIONAL IMPROVEMENT

A line item shall be included in the annual District budget for the purpose of providing an opportunity for members of the unit to attend professional conferences, with the approval of the Superintendent. A committee of the Association shall meet with representatives of the Superintendent at the beginning of each budget year to determine which meetings shall be attended by representatives of the administrative staff in the unit, and select the members of the unit who shall attend. Distribution of the funds made available for this purpose shall be recommended to the Superintendent no later than February 1 of each year, and the Superintendent shall announce the schedule of conference attendance as soon thereafter as possible.

ARTICLE XVI—USE OF SCHOOL FACILITIES

A. The Association will have the right to use school buildings for its regular monthly meetings, without cost, with the exception, however, that the Association shall pay for additional custodial costs involved.

B. The principal of the building in question will be consulted in advance of the time and place of all such meetings, and the Association will apply for a permit through the Business Office.

ARTICLE XVII

CURRICULUM, TEXTBOOKS, INNOVATIONS, AND CHANGE

A. When future projections of changed practices are being formulated, the administrators and supervisors whose jurisdictions are affected shall be involved from the very beginning in the planning of all changes or innovations that are proposed.

B. Curriculum innovation, revisions, and review shall be the shared responsibility of the professional staff, that is, teachers, supervisors, administrators, and the assistant superintendent for instruction and his staff.

C. At the request of the curriculum committee, an advisory group of competent lay members may be appointed to serve in an advisory capacity.

D. Whenever curriculum or instructional changes are instituted in accordance with District policy, the supervisor in charge of the area of instruction and the assistant superintendent for instruction shall be advised, in writing, before such change is made.

E. Selection of textbooks and other curriculum materials shall be made by committees of teachers, supervisors, and building principals, under the supervision of the assistant superintendent for instruction, and subject to approval by the Board of Education. Recommendations for textbook changes shall be submitted to the Board for approval no later than the regular meeting in May.

F. The Board and the Association recognize the importance of curriculum, innovation, and change, and jointly acknowledge that careful advance planning for change is essential. To the end of studied, long-range planning, the parties agree that no curriculum change which will necessitate reorganization of the schools shall be submitted for final action by the Board later than the regular meeting in January of the school year preceding the school year in which the change is to take place. Changes to be implemented in the spring semester shall be submitted no later than the regular meeting the preceding June. The Superintendent shall not be requested to recommend deviation from this provision except under unusual and extraordinary circumstances where these deadlines could not be reasonably met. The Superintendent shall always be free to recommend exceptions to this policy in his discretion when, in his judgment, such exception is justified.

ARTICLE XVIII—GRIEVANCE PROCEDURE

A. *Definitions*

1. For the purpose of this agreement, a "grievance" shall be defined as a dispute or controversy involving the interpretation and/or application of the express terms of this agreement, and which alleges any violation, misinterpretation, misapplication, or inequitable application of the express terms of this agreement. It is understood and agreed that this article shall not be a substitute for any other appropriate action of relief available to any employee who is covered by the terms and conditions of this agreement. However, in the event any such employee elects to invoke such alternative statutory relief, such election shall be consid-

ered to be a waiver of his right to thereafter seek recourse by means of this article with respect to the dispute or controversy as to which statutory relief is invoked. Moreover, it is further understood and agreed that a grievance, as defined in Section 682 (4) of Article 16 of the General Municipal Law, shall not be eligible to be processed in accordance with the provisions of this article, and, therefore, not subject to arbitration, except in those instances where such grievances as therein defined would, if valid, constitute a violation, misinterpretation, misapplication, or inequitable application of the express terms and conditions of this agreement.

2. "Grievant" means any person or group of persons in the unit filing a grievance.

B. *Purpose*

The primary purpose of the procedure set forth in this section is to secure, at the earliest possible stage of procedures, equitable solutions to the problems of the parties. Except as is necessary for the purpose of implementing this section, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration.

C. *Structure*

1. The Syracuse Association of Administrators and Supervisors shall establish a Professional Rights and Responsibilities Committee. In the event that any member of the Committee is a party in interest to any grievance brought before it, he shall disqualify himself from considering such grievance and shall be replaced by his alternate.

2. The Professional Rights and Responsibilities Committee shall constitute an advisory group of members who shall be broadly representative of the membership of the unit. From time to time, the chairman of the Professional Rights and Responsibilities Committee shall appoint therefrom *ad hoc* three (3)-member advisory groups to determine, in accordance with the procedure hereinafter set forth, whether, in the opinion of any such committee, a particular grievance brought to it by a member is, or is not, meritorious.

3. The grievant shall have the right to present his grievance free from interference, coercion, restraint, discrimination, or reprisal.

4. Hearings described in the approved grievance procedure shall be confidential.

D. *Procedure*

It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. However, when mutually agreed upon, the time limits given below may be extended.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to the administrator or group of administrators concerned, the time limits set forth herein shall be appropriately reduced.

1. *Level One*

The grievant shall first discuss the matter with the assistant superintendent or other administrator with immediate authority to resolve the grievance, either individually or with his Professional Rights and Responsibilities representative, with the objective of resolving the matter informally.

2. *Level Two*

a. In the event that the grievance is not satisfactorily resolved at Level One within three (3) days, the grievant shall file the grievance, in writing, with the appropriate *ad hoc* committee, within five (5) days after the decision at Level One, for the purpose of review by such committee. The *ad hoc* committee shall, within five (5) days, make a judgment on the merits. If the *ad hoc* committee decides either that the grievance lacks merit, or that the decision at Level One is in the best interests of the educational system, it shall so notify the grievant. If the *ad hoc* committee decides that, in its opinion, the grievance has merit, it shall refer such grievance, in writing, to the Superintendent, and advise all parties concerned of such action.

b. The Superintendent shall designate three persons, who may include himself, to represent the administration in working with the *ad hoc* committee to arrive at an equitable solution of such alleged grievance. Within ten (10) days after receipt of the written grievance by the Superintendent, he and/or his representatives shall meet with the *ad hoc* committee to consider the problem and to attempt to resolve it.

3. *Level Three*

a. If the Superintendent and/or his designee and the *ad hoc* committee are unable to agree on a disposition of the grievance, either party may submit such matter to binding arbitration in accordance with the procedure hereinafter set forth if it involves application or interpretation of the express terms of this agreement, except that a grievance concerning any term of this agreement involving Board discretion or Board policy, may be submitted to an arbitrator for decision only if it is based on a complaint that such discretion or policy was applied discriminatorily, that is, that it was applied in a manner arbitrarily or capriciously inconsistent with the general practice followed throughout the school system in similar circumstances. The arbitration shall be commenced by either party within fifteen (15) days after such failure to agree, by filing with all parties concerned, and with the Syracuse office of the American Arbitration Association, a notice of intention to submit the grievance to an arbitrator for binding arbitration.

b. The parties will attempt to select an arbitrator by mutual agreement. If they are unable to agree on an arbitrator within ten (10) days after notice of arbitration has been received, then the arbitrator shall be selected by the American Arbitration Association. The arbitrator shall be an experienced, impartial, and disinterested person of recognized competence in the field of arbitration.

c. The arbitrator shall issue his decision not later than twenty (20) calendar days from the date of the closing of the hearings, or, if all hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issues submitted. Both parties hereby agree to be bound by the award of the arbitrator as final and binding.

d. The expenses of the arbitration will be borne equally by the Association and the Board.

e. In the event that, in the judgment of the Association's Professional Rights and Responsibilities Committee, a grievance affects a group or class of members, the Association's Professional Rights and Responsibilities Committee may submit such grievance, in writing, to the Superintendent directly, and such grievance shall be disposed of in accordance with the procedure set forth above, commencing at Level Two, sub-paragraph D.2.a.

f. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement; he shall be limited in his review to the issue or issues submitted for arbitration, and he shall be without power or authority to make any decision:

1) contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules and regulations having the force and effect of law;
2) involving Board discretion or Board policy under the provisions of this agreement, under Board bylaws, or under applicable law, except that he may decide in a particular case based on a provision of this agreement involving Board discretion or Board policy, whether the Board applied such discretion or policy in a manner which is arbitrarily or capriciously inconsistent with the general practice followed throughout the District in similar circumstances;
3) limiting or interfering in any way with the powers, duties, and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.

g. The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Association agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

E. *Rights of Administrators to Representation*

1. Any grievant may be represented at all meetings and hearings at all steps and stages of the grievance and arbitration procedure by another administrator and/or by another person, provided, however, that the party in interest may in no event be represented by an officer, agent, or other representative of any organization other than the Syracuse Association of Administrators and Supervisors; provided further, that when an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing, except where the grievance involves only questions of fact peculiar to the individual grievant.

F. *Miscellaneous*

1. All meetings involving grievances will be held during either unassigned time during the school day or after school hours.

2. During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition will not be made public without the agreement of all parties.

3. There shall be no reprisals of any kind taken against the grievant or any member of the Association's Professional Rights and Responsibilities Committee or of the *ad hoc* committees, or any other participant in the procedure set forth herein by reason of such participation.

4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Two copies of all statements, communications, and records will be sent immediately to the grievant involved.

5. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents, shall be prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the procedures set forth herein.

6. In the event that a number of grievances arise which contain common questions of fact, they may be consolidated into one grievance on the motion of the Board, the Superintendent, or the Association, and processed as one grievance, except where such consolidation may prejudice the rights of any party.

ARTICLE XIX—GENERAL

A. The Association hereby makes a commitment to study the development of standards of performance in administration and supervision, and report the results of such study, with its advisory recommendations, to the Board of Education, before the end of the 1968-1969 school year.

B. The Association further makes a commitment to study standards of ethical and professional behavior, and adopt a statement for the Association, setting forth a code of ethics for the Association, for submission to the Board as a guide for the Board in assessing the ethical and professional behavior and conduct of the Association's members.

ARTICLE XX—DURATION

Except as otherwise provided herein, the provisions of this Agreement shall be effective as of September 1, 1968, and shall remain in full force and effect until June 30, 1970, provided, however, that all matters can be reopened for negotiation at any time on or after January 1, 1969, by either party, by giving written notice to the other party on or before December 15, 1968.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20th day of September, 1968.

Syracuse Association of Administrators and Supervisors

By: ______________________________
President

Board of Education, City of Syracuse

By: ______________________________
President

PROFESSIONAL NEGOTIATION AGREEMENT

Between

Natrona County High School District and
District Number Two School Board
Casper, Natrona County, Wyoming

And

Casper-Midwest Classroom Teachers Association

WHEREAS, The Natrona County High School District and District Number Two School Boards, Casper, Natrona County, Wyoming, hereinafter referred to as the Board and the Casper-Midwest Classroom Teachers Association, a non-profit Wyoming Corporation of Casper, hereinafter referred to as the "C-MCTA," the parties to this agreement, recognize that the welfare of the children in the said Districts is paramount in the operation of the schools in the Districts, and should be always promoted by the parties hereto; and,

WHEREAS, teaching is a profession requiring specialized qualifications and the success of the educational program in the Districts depends upon the maximum utilization of the abilities of the professional teaching staff; and,

WHEREAS, free and open exchange of views is desirable and necessary by and between the parties hereto; and,

WHEREAS, mutual participation by the parties in deliberations and negotiations leading to the determination and resolution of disputes between the parties is necessary and desirable; and

WHEREAS, teachers and other persons of the professional staff in the Districts have the right to join, or not to join, any organization for their professional or economic improvement;

NOW, THEREFORE, IT IS AGREED:

ARTICLE I—GENERAL

1. The Board will provide the C-MCTA with an advance copy of the agenda for each public board meeting.

2. No change, alteration, or modification of this Agreement in whole or in part shall be valid, unless the same is ratified by both the Board and the C-MCTA, and endorsed in writing hereon.

3. This Agreement and the activities of teachers covered hereby shall be governed and construed according to the Constitution and Statutes of the State of Wyoming and the United States of America.

4. In case of any direct conflict between the provisions of this Agreement and any Board or Association policy, practice, procedure, custom, or writing not incorporated in this Agreement, the provisions of this Agreement shall control.

5. The Board shall make available to the Association a copy of minutes of public board meetings.

ARTICLE II—RECOGNITION

1. The Association recognizes the Board as the elected representative of the people of the above-named Districts, as the employer of the certificated personnel of these Districts and as legal authority for these Districts.

2. Upon presentation to the Board of a certified statement, prepared by a mutually acceptable independent audit firm, that the Association has in its possession current (definition of "current": to be determined by the auditor) cards authorizing the Association to act as Negotiating Agent and signed by no less than fifty-one percent (51%) of the members of the Negotiating Unit, the Board shall recognize the C-MCTA as the exclusive representative for the purpose of collective negotiations with respect to wages, hours, and other conditions of employment of all certified teaching personnel and other professional personnel who are employed or to be employed (under contract) by the Board, hereinafter called the Negotiating Unit, but excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Co-ordinators, Directors, and full time supervisors. In any event, such audit shall not exceed once annually during the term of this Agreement.

Recognition shall continue during the term of this Agreement and during extensions or renewals thereof. Provided, however, that on September 1st of the year of expiration of this agreement any teacher group may submit a petition signed by thirty percent (30%) of the Negotiating Unit requesting that an election be held to determine the organization that represents a majority of the members of the Negotiating Unit. In such event, a completely impartial and fair election shall be held to determine if a majority of the unit wishes to be represented by the C-MCTA, another organization, or no organization. Such election shall be conducted on the 3rd Saturday in September of said year by the American Arbitration Association, unless mutually agreed otherwise. A majority of teachers voting in said election shall constitute a majority for purposes of determining recognition. At such time that recognition is lost pursuant to the procedures described above, any and all agreements between the parties shall be considered void.

3. The Board further agrees not to negotiate with any other teachers organization for the duration of this Agreement.

4. The parties agree that neither will discriminate against any Unit employee because of membership or non-membership, participation or non-participation in the activities of the C-MCTA or any other employee organization.

ARTICLE III—NEGOTIATIONS

1. Negotiations for a successor agreement shall be conducted in the following manner:

A. Requests for meetings may be made by either party directly to the other in writing. In the case of requests to the Board, such requests will be made to the Superintendent or his designated representative, with a carbon copy being sent to the President of the Board. In the case of requests to the C-MCTA, such requests shall be made to the President. As of the date of receipt of such requests, the parties will meet within fifteen (15) days at a mutually convenient meeting place and date. All such requests shall contain the reasons for the meeting requested. Written requests for meetings conforming to this Agreement shall be honored only from officers or designated representatives of the parties.

B. The parties agree that they will make a good faith effort to resolve any negotiable matter to their mutual satisfaction and agreement. In furtherance of this objective, it is recognized that either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

C. For their mutual assistance in successfully concluding negotiations, the parties by mutual agreement may appoint ad hoc study committees to do research, to study and develop projects, programs, and reports, and to make findings and recommendations to the parties.

D. It is understood and agreed that all tentative agreements negotiated between the parties and subsequently formally approved by the parties shall be set down in writing, and as such shall become formal policy of the Board during the life of the Agreement.

E. When meetings are scheduled during school hours by mutual agreement of the parties, it is understood that the C-MCTA representatives will be allowed released time without loss of pay.

F. In the event negotiations are continuing on April 15th of any year, all certified personnel in the District shall have a free right to resign their position without prejudice during the time when negotiations are continuing, and for five (5) days after they are completed or upon impasse.

G. MEDIATION. In the event direct negotiations reach impasse, either party may request mediation assistance. Such mediation shall be restricted to the specific issues remaining unresolved. The parties shall first attempt to voluntarily agree upon a mediator. If within five (5) days after the above request is made the parties are unable to so agree, a mediator shall be selected as follows:

a. Either party may request the American Arbitration Association to submit a panel of five (5) mediators. Within five (5) days after receipt of the panel the parties shall meet and in turn each strike a name from the list, and so forth until one name remains. The remaining name shall be the designated mediator.

b. All meeting arrangements such as dates, agenda, etc., shall be arranged by the mediator.

c. All agreements reached through mediation shall, as in the case of all other negotiation agreements, be tentative subject to the approval of the employees in the Negotiating Unit and the Board of Trustees.

d. All fees and expenses of the mediator shall be shared equally by the parties.

2. It is not the intent of the parties that any of the provisions of this Professional Negotiations Agreement fall under the Uniform Arbitration Act. Wyo. Stat., 1957, as amended, Sections 1-1048.1 through 1-1048.21.

ARTICLE IV—NO STRIKE—NO DISCIPLINE

No strike, sanction, speech, writing, press release*, or other concerted activity including action impairing teachers' classroom performance, action derogatory to the Association, or the Board, or their members, or group or individual disciplinary action, relative to the dispute in question, shall be taken by either party or their agents so long as the negotiation or arbitration process is being carried out, and for five (5) days after the Mediator's or Arbitrator's report.

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* Press releases may be made by mutual agreement.

ARTICLE V—GRIEVANCE PROCEDURE

DEFINITIONS—A "grievance" shall mean a complaint by a teacher, or teachers, in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.

> An "Aggrieved Person" is a teacher or teachers asserting a grievance.

PHILOSOPHY—While it is the desire of the parties that complaints and grievances not occur, there may occasionally be disagreements or misunderstandings. It is, therefore, agreed that all claims, disputes, differences, controversies, and misunderstandings that may arise with regard to the application or claimed violation of this agreement shall be resolved as outlined below.

It is recognized that nothing contained in this Article V shall be construed as limiting the right of any teacher or group of teachers having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of this agreement. The C-MCTA shall have the opportunity to be present and to state its views at any level in the grievance procedure, provided its presence has been requested by the employee.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended or shortened by mutual agreement.

If a grievance is filed which might not be finally resolved at Step Four Appeal Level, under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to the grievant, the time limits set forth herein shall be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as practicable.

No grievance shall be valid unless it is submitted at the appropriate level within thirty (30) days after the employee or the C-MCTA knew, or should have known, the circumstances on which the grievance is based. It is agreed that if no appeal is filed within the time limits provided below, the grievance will be considered to have been satisfactorily settled on the basis of the Administration's last decision.

Any aggrieved employee may be represented at any level of the grievance procedure by anyone he may designate except that he may not be represented by a representative or officer of any teacher organization other than the C-MCTA. When a teacher is not represented by the C-MCTA, the C-MCTA shall have a right to be present and state its views at final settlement of the matter.

The steps for processing grievances shall be:

STEP 1—A grievance shall first be discussed with the aggrieved person's principal with the objective of resolving the matter informally, at which time the aggrieved person (1) may discuss the grievance personally, (2) may request that the C-MCTA's representative accompany him.

STEP 2—If the grievance is not satisfactorily resolved at Step 1, or no decision is rendered, the employee and the C-MCTA may file the grievance in writing with the Principal, and after five (5) days may file a copy with the Superintendent. The Principal will give his written reply to the aggrieved employee with a copy to the C-MCTA and Superintendent within five (5) school days after a copy of the grievance has been filed with the Superintendent.

STEP 3—If the grievance is not satisfactorily resolved at Step 2, the Superintendent or his representative with the Principal shall meet with the employee and his C-MCTA representative in an effort to resolve the grievance. Such meeting shall take place within seven (7) school days after receipt of the written reply from the Principal. The Superintendent shall give his written decision within seven (7) school days after the close of the meeting.

STEP 4—Appeal Level. If the Superintendent's answer is not satisfactory to the employee and the C-MCTA, the C-MCTA may submit the grievance to the Appeal Level within fifteen (15) days of receipt of the Superintendent's written answer by written "Notice of Appeal" to the Board, setting forth its position with regard to the facts and circumstances involved in the grievance and the basis for its claim.

Unadjusted grievances so appealed will be reviewed by an Appeal Grievance Committee composed of not more than one (1) representative of the Board, and not more than one (1) representative of the C-MCTA. The two such representatives shall meet within five (5) school days and attempt to resolve the dispute. If the two (2) representatives cannot resolve the dispute within five (5) additional school days, they shall attempt to mutually agree on a third committee member. If the two representatives cannot agree upon a third committeeman within two (2) school days, he shall be selected as follows:

> A. Either party may request the American Arbitration Association to submit a panel of five (5) persons. Within five (5) days after receipt of the panel, the parties shall meet and in turn each strike a name from the list, and so forth until one name remains. The remaining name shall be the designated person to serve as the third committeeman.

All meeting arrangements such as dates, agenda, etc., shall be arranged by the third committeeman.

It is understood and agreed that the committee shall have no power to add to, subtract from, or modify the terms of this Agreement.

The expenses of the committee shall be shared equally between the Board and the C-MCTA. The committee may investigate, hold hearings, and receive testimony from witnesses. Under no circumstances shall any person testifying in the Grievance Procedure be subjected to any reprisals or punitive measures or any other coercive action by virtue of his participation in said proceedings, nor shall there be any punitive or disciplinary action taken against any aggrieved person during the course of the grievance procedure relative to the grievance.

The committee shall render its decision within thirty (30) days after the close of the hearing. Such decision shall be submitted in writing to the Board, the C-MCTA, and the grievant, and shall set forth findings of fact, reasonings, conclusions, and recommendations on the issue submitted. The committee's decision shall be advisory only, and in no way binding on the Board or the C-MCTA.

The Board shall take official action on the decision of the committee by the next regularly scheduled meeting of the Board, unless the decision is rendered within three (3) days prior to said Board meeting, in which event action shall be taken at the next regularly scheduled Board meeting.

ARTICLE VI—SALARIES

1. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.

2. The Board agrees to adopt the individual teacher contract forms attached hereto as Appendix "B".

3. Teachers having a nine-month contract will be paid on the last Friday of each month from September to May inclusive. The amount of such monthly payment shall be one-twelfth of the annual salary. On or before the 15th of the month following the close of the school term, payroll checks will be issued to all teachers for the balance of their contracts.

ARTICLE VII—TEACHING HOURS AND TEACHING LOAD

1. WORK YEAR—WORK DAY.

A. The Board agrees that the teachers' work year shall not exceed one hundred eighty (180) scheduled work days. Teacher-student contact days shall not exceed one hundred seventy-five (175) days.

B. The Superintendent will be available for consultation with the authorized representatives of C-MCTA prior to establishment of the school calendar.

The parties agree that the work year of teachers for the 1968-69 school year shall be as follows:

1968-1969 SCHOOL CALENDAR

Monday	Aug. 26	Registration of grades 1-6 (morning only)
Thursday	Aug. 29	Orientation for new teachers
Friday	Aug. 30	

Tuesday	Sept. 3	Teachers in buildings	No. of Days Attendance		
Wednesday	Sept. 4	Classes begin	Sec.	Elem.	Comp.
Friday	Oct. 11	CLOSE OF FIRST ATTENDANCE PERIOD	28	28	29
Friday	Nov. 8	END OF FIRST QUARTER (48 days sec. 47½ days elem.) (Classes in session ½ day elem. ½ day rptg. prep.)			
Monday	Nov. 11	Classes in session with recognition of Veterans Day			
Monday	Nov. 25	CLOSE OF SECOND ATTENDANCE PERIOD	31	30½	31
Thursday	Nov. 28	Thanksgiving Day Holiday			
Friday	Nov. 29	Thanksgiving Holiday			
Friday	Dec. 20	Close at end of day for Christmas Holiday			

			No. of Days Attendance		
			Sec.	Elem.	Comp.
Monday	Jan. 6	School reopens			
Friday	Jan. 24	CLOSE OF THIRD ATTENDANCE PERIOD	32	31½	32
		END OF SECOND QUARTER (43 days, sec., 42½ days elem.) (Classes in session ½ day elem., ½ day reptg. prep.)			
		TOTAL DAYS IN FIRST SEMESTER	91	90	92
Wednesday	Feb. 12	Lincoln's birthday (classes in session with appropriate recognition)			
Friday	Feb. 21	Classes in session (appropriate recognition of Washington's Birthday)			
Friday	Feb. 28	CLOSE OF FOURTH ATTENDANCE PERIOD	25	25	25
Friday	Mar. 21	END OF THIRD QUARTER (sec. 40 days, elem. 39½) (Classes in session ½ day elem., ½ day reptg. prep.)			
Thursday	Mar. 27	Teachers Meeting			
Friday	Mar. 28	Teachers Meeting			
Friday	Apr. 4	Easter Vacation			
Friday	Apr. 18	CLOSE OF FIFTH ATTENDANCE PERIOD	32	31½	34
Thursday	May 29	CLOSE OF SIXTH ATTENDANCE PERIOD	29	28½	29
Thursday	May 29	END OF FOURTH QUARTER (sec. 46 days, elem. 45½) (Classes in session ½ day elem., ½ day reptg. prep.)			
		TOTAL DAYS, SECOND SEMESTER	86	85	88
		TOTAL DAYS, STUDENTS IN CLASSES	177	175	
		TOTAL DAYS, TEACHERS ON DUTY		180	

C. It is agreed that the normal work day shall be seven (7) hours per day beginning not later than thirty (30) minutes prior to the commencement of classes.

2.

A. Teachers may be required to remain after children are dismissed, without additional compensation, for reasonable periods of time not to exceed thirty (30) times per shool year, to attend meetings called by the school principal. Such meetings may be required of elementary teachers before classes.

B. Teachers shall not be required to attend more than four (4) evening meetings (such as PTA) per year.

C. Supervision of students at before-school and after-school activities shall be strictly voluntary. (This provision does not apply to the activities involving the teacher sponsorship of school organizations.)

3.

A. All teachers shall be permitted a duty-free lunch period of not less than thirty (30) minutes in length.

B. The number and length of preparation periods shall be determined by the individual principal, determined in line with good practice based on the requirements of the North Central Association of Secondary Schools and Colleges.

C. Class periods shall not be split for the purpose of allowing lunch periods, except in emergency or other unusual situations.

4.

A. Senior high school teachers shall not be assigned more than five (5) student supervision periods per day. Junior high teachers shall not be assigned more than six (6) student supervision periods per day. Homeroom assignments may be in addition to said five (5) and six (6) periods.

B. When a special subject teacher is in charge of a homeroom elementary school teacher's class, the homeroom teacher shall have the right to leave the classroom.

C. Teachers shall not be required to teach beyond the endorsements of their certificates, and secondary teachers shall not have more than three (3) teaching preparations within said subjects at any one time, with the exception of language teachers.

D. Teachers shall be permitted to leave the building during unassigned periods provided they notify the office at the time of departure and at the time of return.

E. No regularly employed teacher shall be used as a substitute without his consent.

F. Teachers shall indicate their arrival and departure to and from the building by check mark on the roster.

G. Children shall be sent home one hour each quarter to allow the staff time for curriculum development and improvement and in-service education.

H. When there are exceptional demands upon a particular teacher over and beyond the regular work day for teaching extra classes, the principal or his designee may work out with the individual concerned an arrangement for payment or compensatory time off. No teacher shall be required to accept such arrangement or assignment.

I. Regular teachers will not be required to act as substitutes except in emergency situations.

ARTICLE VIII—CLASS SIZE

It is recognized that there are generally acceptable levels of class size, dependent upon such as the nature of the subject involved and the type of students. It is the desire of the parties to continue to work toward optimum size in all cases.

Wherever feasible and practicable under the circumstances, class size will be maintained at reasonably practical levels as follows:

1. The Board and Association agree to the following priority objectives:

A. Primary classes should have a maximum size of twenty-five (25) pupils per teacher.

B. Intermediate classes should have a maximum size of twenty-eight (28) pupils per teacher.

C. Junior high and senior high school academic classes should have a maximum size of thirty-two (32) pupils per teacher.

D. An effort will be made to limit activity classes, shop classes, and laboratory classes to numbers based on available equipment, space, facilities, and with consideration to health and safety.

E. Building principals should stabilize class sizes within two (2) weeks of the beginning of the school year.

F. Strong consideration will be given to the recommendations of Vertical Curriculum Committees in determining class size for programs of instruction which do not involve traditional classes, including team teaching, the use of teacher aides, ability grouping, and flexible scheduling.

2. The Board agrees that it will not adopt any specific policies to meet these priority objectives before submitting them in writing to the Professional Council.

3. Individual teacher disagreements over the procedures, definitions,

and implementation of this section will be handled by the Professional Council.

ARTICLE IX—NON-TEACHING DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

1. Teachers in elementary schools shall not normally be required to perform such nonprofessional assignments as supervision of playgrounds, collecting monies from students for noneducational purposes, standing bus duty, or supervision of lunch rooms.

2. Teachers shall not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate superior.

3. To achieve the objectives of this Article, the Board shall provide auxiliary personnel.

ARTICLE X—TEACHER EMPLOYMENT AND ASSIGNMENT

1.

A. Secondary teachers, other than newly appointed and substitute teachers, shall be notified in writing of their tentative programs for the coming school year, including the schools to which they shall be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they shall have, not later than June 1.

B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not normally be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.

2.

A. In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

B. Changes in grade assignment in elementary schools shall, insofar as practicable, be voluntary, although it is recognized that circumstances may require involuntary assignments. Affected teachers will continue to be consulted before any change in assignment is made. Questions pertaining to teacher employment and assignment among new and probationary teachers shall be referred to the Professional Council.

3. Teachers employed in excess of forty-five (45) days, who are required under Wyoming law to be certificated, will be placed under contract and on the appropriate salary schedule.

4. Special teachers who may be required to use their own automobiles in the performance of their duties, and other teachers who are assigned to more than one (1) school per day, shall be reimbursed at the rate of one (1) gallon of gasoline per five (5) miles driven, or monetary allowance (cost) at the option of the employee.

5. Previous experience schedule.

A. Teachers entering the employ of Natrona County High School District or School District Two will receive credit for previous unbroken experience according to the following schedule: (Exceptions as to unbroken service for teachers from outside the system may be made by the Superintendent):

Years of Previous Experience	Line on Casper-Midwest Salary Schedule
0	1
1	1
2	2
3	3
4	4
5	5
6	6
7	7

No teacher under this paragraph will be advanced beyond the 7th line of the Casper-Midwest Schedule, regardless of the amount of previous experience outside of the Casper-Midwest Schools. All local experience is given full credit regardless of the time lapse.

B. Previous experience must have been in an acceptable teaching program or school system.

C. Time Lapse. The number of years taught minus the time lapse away from teaching will equal the number of years of experience to be used in determining salary, not to exceed seven years. This credit will be computed using consecutive periods of time and a negative number from one period will not be carried to the next, or as determined by the Superintendent.

D. All previously accrued benefits shall be restored to all returning teachers.

ARTICLE XI—VOLUNTARY TRANSFERS AND REASSIGNMENTS

1\.

A. No later than May 1st of each school year, the Superintendent shall post in all school buildings a list of the known vacancies which will occur during the following school year.

B. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than May 15th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

2. As soon as possible and no later than June 1, the Superintendent shall post in each school and make available to the C-MCTA a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

3. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system. If two or more teachers have applied for the same position, the best qualified for the position shall be appointed. Determination of qualifications shall be based on merit and ability. In the event merit and ability are approximately equal, length of service in the school system shall govern.

ARTICLE XII—INVOLUNTARY TRANSFERS AND REASSIGNMENTS

1. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and under normal circumstances not later than June 1.

2. When involuntary transfer or reassignment is necessary, volunteers from among those affected will be transferred or reassigned first. A teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the school system will be considered in determining which teacher is to be transferred or reassigned.

3. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent or his designated representative, at which time the teacher will be notified of the reasons therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the C-MCTA will be notified and the Superintendent or the designated representative will meet with the C-MCTA's representative to discuss the matter.

4. A list of open positions in the school system shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred. Teachers being involuntarily transferred or reassigned shall have preference over those seeking voluntary transfer or reassignment. In the event two or more involuntarily transferred teachers request the same assignment, the one best qualified in terms of merit and ability shall be assigned. In the event merit and ability are approximately equal, length of service in the school system shall govern.

ARTICLE XIII—FILLING VACANCIES INVOLVING PROMOTIONAL POSITIONS

1. All vacancies in supervisory promotional positions, excepting the position of superintendent, shall be filled pursuant to the following procedures:

A. Such vacancies shall be adequately publicized, by the Superintendent, which shall mean, as a minimum, that an individual notice shall be sent to every teacher clearly setting forth a description of and the qualifications for the position, including the duties and salary. During unpaid leave time the Administration shall notify the Casper-Midwest Classroom Teachers Association by certified mail of all vacancies, which shall be distributed by the Casper-Midwest Classroom Teachers Association to all teachers who leave summer addresses.

B. Such notice shall be given as far in advance as is practical, ordinarily at least thirty (30) days before the final date when applications must be submitted, and in no event less than two (2) weeks before such date.

C. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his authorized agent within the time limit specified in the notice.

2. Promotional positions are defined as follows: All positions on the administrator-supervisory level, including, but not limited to, positions as supervisor, director, principal, assistant principal and administrative assistant.

3. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.

4. Interim appointments shall be made as required by the central office administrative staff.

5. Nothing in this Article shall be construed as to prohibit the appointment of persons not presently employed by the school system. The Board agrees consideration will first be given to employees of the school system.

ARTICLE XIV—TEACHER EVALUATION

1. Formal monitoring or observation of the work performance of a teacher will be conducted openly and with notice to the teacher. The teacher will be given a copy of any evaluation report prepared by his superior at least one (1) day before any conference to discuss it. The teacher will have the right to discuss such report before it is sent to central administration or placed in his personnel file. The use of eavesdropping, public address, audio systems, or similar devices shall not be used for formal teacher evaluation.

The Administration, with the cooperation of the Professional Council, shall implement a standard system and form of teacher evaluation.

2. If an initial-contract teacher who is denied a continuing contract requests the reasons for such denial, such reasons shall be given him orally, if he so specifies, and otherwise, in writing.

3. Initial-contract teachers denied continuing contract status or not employed for the following year shall be so notified as required by Wyoming law.

4. The Association recognizes the authority and responsibility of the principal or other immediate supervisor for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the administration above the level of the principal, however, he shall be entitled to request a representative designated by C-MCTA.

5. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or dismissed without just cause. Any suspension of a teacher shall be with pay.

6. A complaint, or other derogatory statement regarding a teacher, made to any member of the Administration by any parent, student, or other person, shall be deemed invalid and unfounded, unless said complaint is documented and called to the attention of the teacher (such as by signed statement of the complainant).

7. Affected teachers may annually express to the Administration their preference for department chairmen.

ARTICLE XV—POSITIONS IN SUMMER SCHOOL AND UNDER FEDERAL PROGRAMS

1. All openings for summer school and evening school positions and

for positions under federal programs shall be adequately publicized by the Superintendent in each school building. Preference for positions in summer school and positions under federal programs shall be given to regularly appointed teachers in the Casper-Midwest School System who apply, provided such will not preclude consideration of teachers not regularly employed in the System.

2. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Casper-Midwest School System, and summer school teaching experience.

3. Teachers shall be paid at the regular hourly rate as established by the Salary Schedule (Appendix A).

4. Summer school teachers shall receive sick leave based upon the regular sick leave provision of the district, adjusted proportionately.

ARTICLE XVI—TEACHER FACILITIES

1. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. They recognize further that facilities should be designed to meet the needs of the educational program. To achieve this end, the Board, through the Superintendent, shall continue to seek the recommendations of teachers before teaching facilities are constructed or remodeled.

2. Specific facility problems shall be referred to the Professional Council.

ARTICLE XVII—USE OF SCHOOL FACILITIES

1. The C-MCTA shall have the right to use school buildings without cost provided such use is at reasonable times. Requests for such use shall be made to the Principal a reasonable time in advance of the desired time of use.

2. The C-MCTA shall have the right to place a reasonable number of notices, circulars, and other material on school bulletin boards and in teacher mail boxes, provided a copy has been furnished the Superintendent or his representative.

3. No teacher shall be prevented from wearing pins or other identification of membership in the C-MCTA provided it is not of such size or nature as to disrupt orderly school relationships or interfere with classroom effectiveness.

4. The Board shall continue its policy of allowing the Association to deliver its materials through the school delivery service.

ARTICLE XVIII—SICK LEAVE

The Board agrees to continue its current sick leave policy during the term of this Agreement.

ARTICLE XIX—TEMPORARY LEAVES OF ABSENCE

The Board agrees to continue its current policy of permitting reasonable leaves of absence for short periods of time to permit the teacher to attend to miscellaneous personal needs. "Personal needs" shall include absence for such things as personal, legal, business, household, or family matters.

Consideration of requests for leaves will be given as follows:

1. Educational Conferences and Meetings:

It is generally accepted that it is valuable to a school system to have members of the faculty attend professional meetings. Within approved budget appropriations, a certain number of certified employees shall be awarded expense allowances to attend approved professional meetings. A professional meeting is defined as a convention, annual meeting, or a conference of an organization whose principal business is education, or meetings which help to carry on the purposes of education.

All-expense allowances shall be granted to the staff. Any employee of the Casper-Midwest Public Schools shall be eligible for consideration for such allowance with the exception of employees who have not completed three years of service with the district, persons who have been elected delegates of organizations, or persons having received an all-expense allowance within a period of three years.

Certified personnel desiring to attend a professional meeting shall submit a request in writing, giving information concerning the meeting they desire to attend. Such requests shall be filed in the office of the Superintendent not later than November 1 of the school year in which the meeting occurs. A report shall be given as required by the Superintendent.

Certified personnel desiring to attend a professional meeting shall submit a request in writing for attendance at such meeting. If more requests are received than can be granted, selection shall be made on the basis of the importance of the meeting and of the value to the district.

Any certified personnel may request time from duty to attend a professional meeting. If approved, the district will employ the substitute but will not assume expenses for the trip.

Subject of the conference or meeting shall relate directly to the work that the individual is doing if the district is to allow any expense for the meeting.

2. Time necessary for appearance in any legal proceeding connected with the teachers' employment or with the school system may be granted without loss of pay. Time off for other types of legal proceedings may be granted with the teacher standing the cost of his substitute.

3. A maximum of thirty (30) days per school year for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

4. Other leaves of absence with pay may be granted by the Superintendent for good reason.

5. Policy for Political Activity by Employees.

Employees shall be permitted to participate actively in the party of their choice, serving as one of the county or precinct officers, as long as such participation does not adversely affect the work of the employee. This is to be done without reduction of salary.

Employees shall be permitted to be candidates for and serve if elected in the office of city councilman, and other unpaid or token payment offices within the city and county. Campaigning and serving shall be done on the time of the employee except for reasonable loss of time that shall not require a substitute for the employee. This is to be done without reduction of salary.

Employees shall be permitted to campaign, be candidates for and serve if elected to the Wyoming Legislature. The employee shall continue to receive school salary, but will return all legislative salary to the school system. The employee may retain the per diem allowance to cover living costs while serving in the Legislature.

Announced and unannounced candidates for elective state or national public offices other than the Legislature will be expected to request a leave of absence or submit a resignation during the period of the campaign and upon election. The school system shall diligently attempt to place the employee in employment as soon after the election as possible if the employee is unsuccessful in his bid for office. The Board of Trustees will determine when an employee is an unannounced candidate.

ARTICLE XX—EXTENDED LEAVE OF ABSENCE

1. Leave of absence may be granted to teachers by the Board on recommendation of the Superintendent, to extend over a period of time not to exceed one academic year. Leaves, other than military granted under this paragraph, are granted with the understanding that reemployment shall occur only if a suitable vacancy exists.

2. Leaves of absence may be granted to teachers by the Board with a

guarantee of return to a mutually agreeable assignment. Such assignment must be agreed upon prior to the time the leave is granted.

The above leaves shall include leave for executive positions in such professional teaching organizations as NEA, WEA, and C-MCTA. Such leaves shall not be arbitrarily denied.

3. Military leaves shall be granted to any teacher inducted or called to service in any branch of the armed forces of the United States. While on military leave the teacher is entitled to all employment protection provided by statute and upon return from such leave (provided such is within the statutory limitations) shall be placed on the salary schedule at the level which he would have achieved if he had not been absent.

4. When a leave of absence has been granted to the end of an academic year, the teacher must notify the Superintendent by the first of March of intentions to resume work at the beginning of the next academic year.

5. Failure to notify the Superintendent of intentions to resume work as indicated above, failure to report for duty at the expiration of a leave of absence or extension granted, or failure to ask for additional leave of absence in case of protracted absence shall be considered a resignation. (This paragraph shall in no way be construed as applicable to persons on leave of absence for military service.)

6. Maternity Leave. Leave of absence may be granted in case of pregnancy. No teacher shall start the school year if pregnancy is known. It shall be required for the employee to start her leave of absence at the beginning of the fifth month of pregnancy. The teacher may return to duty when permitted to do so by her attending physician.

7. A teacher granted leave under provisions above shall return to the salary level recognizing achieved higher educational status and on the step he would have attained had he not taken the leave.

8. General provisions for all leaves of absence are as follows:

A. During the terminal year of a leave of absence, the teacher must notify the Superintendent by the first of March of his intentions to be available for work at the beginning of the next school year. Failure to do so shall be considered a resignation.

B. Teachers returning from a leave of absence will be assigned positions under the provisions of the Transfer and Assignment section of this Agreement.

C. A teacher with continuing status shall retain this status during a leave of absence.

ARTICLE XXI—TEACHER PROTECTION

1. Teachers shall immediately report all cases of assault suffered by

them in connection with their employment to their principal or immediate supervisor in writing.

2. This report shall be forwarded to the Board which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

ARTICLE XXII—PERSONAL INJURY BENEFITS

The Board agrees to continue its current Personal Injury Benefit policy during the term of this Agreement.

ARTICLE XXIII—INSURANCE AND ANNUITIES

1. Effective with the beginning of the 1968-69 school year, the Board shall:

A. Continue the present insurance programs.

B. Continue to provide the present disability income insurance.

C. Teachers will continue to be eligible to participate in "tax-sheltered" annuity plans established pursuant to United States Public Law No. 87-370.

D. An insurance committee shall be established consisting of six (6) members, three (3) appointed by the Board, and three (3) appointed by the C-MCTA.

The committee, as it deems proper, shall consider, review and make recommendations to the Board on all aspects of the school system's teacher insurance programs, including Health, Life, Job Related Injury, and Private Vehicle Liability.

Insofar as the present Health and Life Insurance coverage and carrier is concerned, the committee is directed by the parties to specifically make recommendations as to re-bidding or not, and the Board agrees to ask for bids or not, as the committee recommends.

ARTICLE XXIV—STUDENT DISCIPLINE AND CONTROL

1. The Board recognizes that proper administrative backing of teachers is essential and it agrees to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

2. The Board further recognizes that teachers cannot function most

effectively if they are required to assume responsibility for emotionally disturbed students or for other students who are incapable of adjusting to the normal classroom. Accordingly, whenever it appears that a particular student requires the attention of law enforcement personnel, physicians, or other specialists, the Board shall take all appropriate steps to relieve the teacher of responsibility for such student.

3. Teachers are to avoid corporal punishment when good order can be preserved by milder means. Corporal punishment should be administered in the principal's office. No such punishment is to be administered without a witness present. The principal will make a written report of such punishment to the superintendent's office.

ARTICLE XXV—PROFESSIONAL COUNCIL

1. A Professional Council shall be recognized. It shall consist of not more than five (5) members each from the C-MCTA and the Administration. Each party will be responsible for appointment of its five (5) members.

2. The Professional Council shall meet at least once each month to discuss and study subjects of concern relating to the school system. Among the subjects which the Council may discuss are class size, discipline policy, evaluation of teachers, development of curriculum, planning of buildings, in-service training, projected financial requirements of the districts, and others.

3. By majority vote, the Professional Council is empowered to appoint study committees composed of teachers and administrators to study and report upon specified subjects. Upon completion of its study and report on the subject assigned, each committee shall be considered dissolved. Once dissolved, no committee shall be reactivated except by consent of majority of the members of the Professional Council.

4. The clerical expenses of the Professional Council and other joint study committees appointed by the Council shall be borne equally by the C-MCTA and the Board, unless agreed otherwise.

5. The parties mutually recognize that the following subjects are of importance for consideration by the Professional Council, and they direct that the Council give priority consideration to said subjects (such consideration to be not later than December 20, 1968, with recommendations to be made as soon as is reasonably practical, but in no event later than May 29, 1969): Association President, Specialists, Sabbatical Leaves, Professional Development and Educational Improvement, Supplies, Textbooks, Severance Pay.

ARTICLE XXVI—MISCELLANEOUS

1. Teachers shall be informed of the telephone numbers they will call to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

2. When, in the judgment of the administrative officials authorized to make such decisions, hazardous weather conditions prevent the conducting of school, teachers shall not be required to report to be in attendance. Notice of closing shall be given through local radio stations at the earliest possible time.

3. The parties agree to continue to provide for the protection of the health and safety of students and teachers by taking precautions to prevent injury to health through proper dust removal from shops, safety devices on power equipment, and the removal of fire hazards.

4. The Board recognizes that the Code of Ethics of the Education Profession defines acceptable criteria of professional behavior for all certified employees.

ARTICLE XXVII—DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its employees dues for the C-MCTA, WEA and NEA or any one or combination of such organizations as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such organization or organizations. Teacher authorizations shall be in writing in the form set forth below:

"DUES AUTHORIZATION CARD"

Name____

Address______________________________________

I hereby request and authorize the Casper-Midwest School Board to deduct from my earnings and transmit to the teacher organizations checked below an amount sufficient to provide for regular payment of the membership dues as certified by such organization in equal quarterly payments over the remainder of the school year and for succeeding school years. I understand that the Board will discontinue such deductions for any school year only if I notify the Board in writing to do so not later than September 15 of that school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Board and all of its officers from any liability therefor.

Casper-Midwest Classroom Teachers Ass'n. ☐
Wyoming Education Association ☐
National Education Association ☐

Dated:____

Teacher's Signature__________________________________

2. Each of the teacher organizations named in Paragraph 1 above shall certify to the Board in writing the current rate of its membership dues. Any organization which changes the rate of its membership dues shall give the Board thirty (30) days written notice prior to the effective date of such change.

ARTICLE XXVIII—MAINTENANCE OF STANDARDS

The Board agrees not to reduce benefits to teachers contained in current written Board policies applying to personnel.

ARTICLE XXIX—ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement (and in the exhibits attached hereto) between the parties. Therefore, the Board and the C-MCTA, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and/or signed this Agreement.

ARTICLE XXX—TERM OF AGREEMENT

This Agreement shall be effective as of June 1, 1968, and shall remain in effect until June 1, 1970, and shall continue in full force and effect from year to year thereafter unless terminated or changed pursuant to the following conditions:

> If either party desires to change any provision of the Agreement, such party shall notify the other not less than ninety (90) days nor more than one hundred twenty (120) days prior to June 1 of the calendar year in which this Agreement expires. Such notice shall specify in writing the changes desired. Upon such notice and not later than March 15 of the calendar year in which this Agreement expires, the parties agree to enter into negotiations for modification. Upon request of the C-MCTA all available information concerning the financial resources of the Districts shall be made available to the parties. If either party elects to terminate the Agreement, such party shall notify the other not less than ninety (90) nor more than one hundred twenty (120) days prior to June 1, 1970, and by such action the Agreement shall for all purposes terminate as of the expiration date of the Agreement.

It is further understood and agreed that in the event there is appropriated for use during the 1968-69 fiscal year, unanticipated revenue to the school districts by the 1969 Wyoming Legislature which will exceed that portion of the districts' reserve funds utilized for teachers' salaries during the 1968-69 fiscal year, the parties will on or about March 1, 1969, commence negotiations concerning increases to the 1968-69 teachers' salaries.

Provided further that either party may on March 1, 1969, serve notice in writing of its desire to modify the Agreement as outlined in Appendix "A" in regard to salaries, insurance, and sick leave. Upon receipt of such notice, the parties will promptly meet and negotiate concerning modifications proposed.

IN WITNESS WHEREOF, the parties listed below have affixed the signatures of their authorized representatives on this ______________ day of ____________________, 19____.

CASPER-MIDWEST CLASSROOM TEACHERS ASSOCIATION	NATRONA COUNTY HIGH SCHOOL DISTRICT AND DISTRICT NUMBER TWO SCHOOL BOARD, CASPER, NATRONA COUNTY, WYOMING
By ____________________	By ____________________
By ____________________	By ____________________

APPENDIX A

1968–1969
SALARY SCHEDULE
Casper-Midwest (Wyoming) Schools
Grades Kg–12 inclusive
Adopted September 3, 1968

Step	BA	BA plus 15 sem. hrs.	BA plus 30 sem. hrs.	BA plus 45 sem. hrs. or MA	MA plus 30 sem. hrs.
1	$5650 (1.00)	$5876 (1.04)	$6046 (1.07)	$6215 (1.10)	$ 6780 (1.20)
2	5933 (1.05)	6159 (1.09)	6329 (1.12)	6498 (1.15)	7063 (1.25)
3	6216 (1.10)	6442 (1.14)	6612 (1.17)	6781 (1.20)	7346 (1.30)
4	6499 (1.15)	6725 (1.19)	6895 (1.22)	7064 (1.25)	7629 (1.35)
5	6782 (1.20)	7008 (1.24)	7178 (1.27)	7347 (1.30)	7912 (1.40)
6	7065 (1.25)	7291 (1.29)	7461 (1.32)	7630 (1.35)	8195 (1.45)
7	7348 (1.30)	7574 (1.34)	7744 (1.37)	7913 (1.40)	8478 (1.50)
8	7631 (1.35)	7857 (1.39)	8027 (1.42)	8196 (1.45)	8761 (1.55)
9	7914 (1.40)	8140 (1.44)	8310 (1.47)	8479 (1.50)	9044 (1.60)
10	8197 (1.45)	8423 (1.49)	8593 (1.52)	8762 (1.55)	9327 (1.65)
11	8480 (1.50)	8706 (1.54)	8876 (1.57)	9045 (1.60)	9610 (1.70)
12				9328 (1.65)	9893 (1.75)
13				9611 (1.70)	10,176 (1.80)
14					10,459 (1.85)
15					10,742 (1.90)

Credit for previous unbroken teaching experience may be allowed through the seventh step of these schedules. For details, request the Casper-Midwest School System's statement "Evaluation of Previous Experience."

Years of Previous Experience	Line of Casper-Midwest Schedule
0	1
1	1
2	2
3	3
4	4
5	5
6	6
7	7

APPENDIX B

CASPER-MIDWEST SCHOOLS

SCHEDULE OF PERCENTAGE OF BASE SALARY TO BE ALLOWED FOR EXTRA-CLASS ACTIVITIES REQUIRING TIME BEYOND THE LIMITS OF THE REGULAR DAILY SCHEDULE

Percentages established on the base salary of $5650.00, 1968–69 school year

Area	Activity	Level	School	Title	No.	Index	Amount
Athletics	Football	H.S.	NCHS	Head Coach	1	13%	$734.50
				Vars. Asst.	3	7%	395.50
				B Sq. Asst.	2	6%	339.00
			KWHS	Head Coach	1	13%	734.50
				Vars. Asst.	3	7%	395.50
				B Sq. Asst.	2	6%	339.00
			MDW	Head Coach	1	13%	734.50
				Vars. Asst.	1	7%	395.50
	Preschool Football	H.S.	NCHS	Head Coach	1	4% per week	226.00
				Vars. Asst.	3	3% per week	169.50
				B Sq. Asst.	2	3% per week	169.50
			KWHS	Head Coach	1	4% per week	226.00
				Vars. Asst.	3	3% per week	169.50
				B Sq. Asst.	2	3% per week	169.50
			MDW	Head Coach	1	4% per week	226.00
				Vars. Asst.	1	3% per week	169.50
	Football	J.H.S.	Morgan	Coach	6	5%	282.50
			CY	Coach	4	5%	282.50
			East	Coach	4	5%	282.50
			MDW	Coach	1	5%	282.50
	Basketball	H.S.	NCHS	Head Coach	1	13%	734.50
				Vars. Asst.	1	7%	395.50
				B Sq. Asst.	2	6%	339.00
			KWHS	Head Coach	1	13%	734.50
				Vars. Asst.	1	7%	395.50
				B Sq. Asst.	2	6%	339.00
			MDW	Head Coach	1	13%	734.50
				Vars. Asst.	1	7%	395.50
		J.H.S.	Morgan	Coach	6	6%	339.00
			CY	Coach	4	6%	339.00
			East	Coach	4	6%	339.00
			MDW	Coach	1	6%	339.00
	Wrestling	H.S.	NCHS	Head Coach	1	13%	734.50
				Vars. Asst.	1	7%	395.50
			KWHS	Head Coach	1	13%	734.50
				Vars. Asst.	1	7%	395.50

Area	Activity	Level	School	Title	No.	Index	Amount
		J.H.S.	Morgan	Coach	2	5%	$ 282.50
			CY	Coach	2	5%	282.50
			East	Coach	2	5%	282.50
Athletics	Swimming	H.S.	NCHS	Head Coach	1	12%	678.00
				Vars. Asst.	1	6%	339.00
			KWHS	Head Coach	1	12%	678.00
				Vars. Asst.	1	6%	339.00
	Track	H.S.	NCHS	Head Coach	1	10%	565.00
				Vars. Asst.	2	6%	339.00
			KWHS	Head Coach	1	10%	565.00
				Vars. Asst.	2	6%	339.00
			MDW	Head Coach	1	10%	565.00
		J.H.S.	Morgan	Coach	1	4%	226.00
			CY	Coach	1	4%	226.00
			East	Coach	1	4%	226.00
	Golf	H.S.	NCHS	Head Coach	1	9%	508.50
			KWHS	Head Coach	1	9%	508.50
	Cross Co.	H.S.	NCHS	Head Coach	1	7%	395.50
			KWHS	Head Coach	1	7%	395.50
	Skiing	H.S.	NCHS	Head Coach	1	7%	395.50
			KWHS	Head Coach	1	7%	395.50
	Intramural	H.S.	NCHS	Boys' Dir.	1	4%	226.00
			KWHS	Boys' Dir.	1	4%	226.00
		J.H.S.	All Schools	Boys' Dir.	3	15%	847.00
		J.H.S.	All Schools	Girls' Dir.	5	4%	226.00
	Synchronized Swimming	H.S.	NCHS & KW-	Coach	2	9%	508.50
Athletics	Elem.	All grade Schools		Coach	24	8% if coach all year	452.00
Elementary			Superv.	coach	2	12%	678.00
Music	Band	H.S.	NCHS & KW	Director	2	6%	339.00
	Choir	J.H.S. & Elem.		Director	25	1% pd. per yr.	56.50
Other	Forensics	H.S.	Both	Coach	2	9%	508.50
	Drama	H.S.	Both	Director	2	12%	678.00
	Detention Study Hall	J.H.S.	All	Superv.	3	6%	339.00
	Annual	H.S.	Both	Sponsor	2	9%	508.50

APPENDIX C

May, 1967

NATRONA COUNTY HIGH SCHOOL
AND SCHOOL DISTRICT #2

Sickness Benefits Plan for Personnel Engaged in Teaching
Casper, Wyoming

I. *Purpose*

The purpose of the Sickness Benefits Plan is to give eligible employees benefit payments during periods of disability in accordance with provisions of the Plan.

II. *Definitions*

A. "Employer" means Natrona County High School District and/or District #2, Casper, Wyoming.

B. "Employee" means any person giving his continuous service for a period of not less than 3½ hours daily, Monday thru Friday for a period of not less than the full academic year, to the employer, as a classroom teacher, for which payment is made.

C. Masculine pronouns refer to both men and women.

D. "Years of Previous Service" means the number of years recognized for purposes of salary determination by the employer.

E. "Disability" means any sickness, or disability due to injury, of an employee which necessitates his absence from work. This will include disability or death of a member of the employee's family which is described as follows: mother, father, sister, brother, wife, husband, or children of the employee. Employees will be given an opportunity to attend the funerals of mothers-in-law and fathers-in-law through use of sickness benefits. Funerals of other relatives may also be attended on approval by the administration.

F. "Day" means a classroom day.

III. *Schedule of Benefits*

	Maximum Benefits	
Years of Previous Service	*Full Pay*	*Half Pay*
0	10 days	30 days
1	15 "	45 "
2	20 "	60 "
3	25 "	75 "

4	30 "	90 "
5	35 "	105 "
6	40 "	120 "
7	45 "	130 "
8	50 "	140 "

IV. *Limitation of Benefits*

Employees shall be eligible for benefits in accordance with the Schedule of Benefits subject to the following provisions:

A. An employee shall not be paid benefits in any one year of service in excess of the maximum benefits provided for that year.

B. When periods of absence are intermittent, the intermittent periods *for which benefits are paid* will be added together. When total benefits received equal the maximum benefits as set forth in the schedule, no further benefits shall be paid until the employee again qualifies for benefits as provided herein.

C. In any year of service the employee shall be eligible for the maximum benefits for that particular year, less benefits received in previous service years, provided that when an employee has received benefits and returns to work for forty-five (45) consecutive calendar days without benefits payments, he shall then be eligible for the maximum benefits as set forth in the schedule. The employee who has extended illness and who has returned to work may borrow up to five (5) days of sick leave from that sick leave which is to be re-earned, to be used as needed within the forty-five (45) day recovery period. Each employee will be credited with an additional five (5) days (up to maximum of fifty (50) days) at the beginning of each school year for his additional year of service, whether he has used benefits or not. This five (5) days will be added to benefits balance carried forward from previous year. No credit if maximum of fifty (50) days has been accumulated.

D. Benefits for disability attributable to pregnancy (including childbirth) shall be given in accordance with the schedule, *except* that in no case shall the benefits attributable to any one pregnancy exceed an amount equivalent to 25 days at full pay. No benefits paid attributable to pregnancy after the beginning of the fifth month of pregnancy.

E. An employee leaving his duties during a session shall be charged with a half day.

F. The Superintendent of Schools may require, after an absence of five days, a certificate from a licensed physician, in cases of personal illness, stating the absence was necessary.

G. Employees who are injured while on school duty may request exemption from the use of sickness benefits for the period caused by the accident. Such periods of time of not more than ten days may be approved by the Superintendent. Periods of time over ten days may be approved by the Board of Trustees.

H. In computing the daily rate for sickness benefits or for deductions for disability not covered by sickness benefits, the annual salary shall be divided by the number of days in the school calendar.

I. Benefits shall not be paid during a leave of absence.

J. Effect of termination of employment shall be as follows:

1. An employee shall not be eligible for benefits for a disability occurring after the employee has been notified of a proposed discharge.

2. An employee shall not be eligible for benefits after such employee has given notice of resignation.

K. An employee shall not be eligible under paragraph III, Schedule of Benefits, to receive benefits simultaneously from the school district and Aetna Life Insurance Company.

L. An employee serving less than on a full-time basis, but otherwise eligible for participation, shall share in the plan on the basis of the ratio that an eligible part-time employee bears to that of a full-time employee.

APPENDIX D—Personal injury

See Item "G" of Sick Leave Benefits attachment, Appendix C

APPENDIX E—Aetna Income Protection

Covers all employees who work 30 hours or more per week, with the cost entirely supported by the Board. This program provides income protection, in case of an extended illness or disability, equal to 50 percent of the employee's monthly earnings, but not to exceed $600.00 per month, for a period of 60 months or to the June 1st coinciding with or next following the date the employee attains the age of 65 years. Benefits begin after a qualifying period of three months commencing with the first day of such disability.